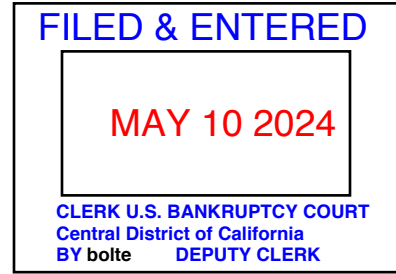


EXHIBIT 1

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Attorneys for Plaintiff Jeffrey I. Golden,
Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
JAMIE LYNN GALLIAN,
Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

JEFFREY I. GOLDEN, Chapter 7 Trustee,
Plaintiff,
vs.

Adv. No. 8:23-ap-01064-SC

**DEFAULT JUDGMENT AGAINST
J-SANDCASTLE CO., LLC**

J-SANDCASTLE CO., LLC; J-PAD LLC;
STEVEN D. GALLIAN; BRIAN J.
GALLIAN; JUSTIN BARCLAY; RONALD
J. PIERPONT; ROBERT J. MCLELLAND;
AND E.J. GALLIAN,
Defendants.

Date: May 7, 2024
Time: 1:30 p.m.
Place: Courtroom 5C
411 W. Fourth Street
Santa Ana, California 92701

On March 27, 2024, Plaintiff Jeffrey I. Golden, as the Chapter 7 Trustee (the “Trustee” or “Plaintiff”) for the bankruptcy estate of Jamie Lynn Gallian (the “Debtor”), filed the Motion for Default Judgment under LBR 7055-1 against Defendant J-Sandcastle Co., LLC (the “Motion”) (*docket no. 59*), which was heard by the Court on May 7, 2024. Default was previously entered against Defendant J-Sandcastle Co., LLC (the “Defendant”) on August 22, 2023.

1 The Court having granted the Motion pursuant to an order entered contemporaneously
2 herewith, and good cause appearing:

3 IT IS ORDERED, ADJUDGED AND DECREED THAT:

4 1. Default judgment is entered in favor of the Plaintiff and against the Defendant on
5 the Plaintiff's first claim for relief in the Complaint.

6 2. The Debtor's transfers of the manufactured home located at and commonly known
7 as 16222 Monterey Lane, Space #376, Huntington Beach, CA 92649, Decal # LBM1081, Serial #
8 AC7V710394GA, AC7V710394GB (the "Property") to the Defendant, including transferring title
9 to the Property on or about November 15, 2018 and November 20, 2018, are hereby avoided and
10 legal title to the Property and the beneficial interest in the Property (collectively the "Subject
11 Transfers") is recovered for the benefit of the bankruptcy estate in the name of Jeffrey I. Golden,
12 Chapter 7 Trustee for the bankruptcy estate of Jamie Lynn Gallian.

13 3. The Subject Transfers are preserved for the benefit of the estate pursuant to 11
14 U.S.C. § 551.

15 4. Pursuant of Rule 54 of the Federal Rules of Civil Procedure there is no just reason
16 for delay in entry of this judgment against the Defendant.

17 ###

18
19
20
21
22
23 Date: May 10, 2024


Scott C. Clarkson
United States Bankruptcy Judge

EXHIBIT 2

2019 WL 408628

Only the Westlaw citation is currently available.

NOT FOR PUBLICATION

United States Bankruptcy Appellate
Panel of the Ninth Circuit.

IN RE: Elaine Marie ROACH, Debtor.

Elaine Marie Roach, Appellant,

v.

Richard A. Marshack, Chapter 7 Trustee, Appellee.

BAP No. CC-18-1144-KuTaF,
CC-18-1160-KuTaF (related)

|

Bk. No. 8:17-bk-12091-TA

|

Argued and Submitted on January 24, 2019

|

Filed – January 29, 2019

Appeal from the United States Bankruptcy Court for the
Central District of California, Honorable [Theodor C. Albert](#),
Bankruptcy Judge, Presiding, Bk. No. 8:17-bk-12091-TA

Attorneys and Law Firms

[William Miles Burd](#) of Ringstad & Sanders LLP argued for
appellant Elaine Marie Roach;

[David Edward Hays](#) of Marshack Hays LLP argued for
appellee Richard A. Marshack, Chapter 7 Trustee.

Before: KURTZ, [TAYLOR](#), and [FARIS](#), Bankruptcy Judges.

MEMORANDUM*

*1 Chapter 7¹ debtor, Elaine Marie Roach, appeals from
the bankruptcy court's orders approving the motions filed by
the chapter 7 trustee, Richard A. Marshack (Trustee) to: (1)
sell Ms. Roach's property (Property) free and clear of liens
(Sale Order) (BAP No. 18-1144) and (2) distribute the sale
proceeds with payment in full to the first and second lien
holders with the remaining proceeds split evenly between the
estate and Mutual of Omaha Bank (Omaha Bank) pursuant to
a court-approved compromise (Distribution Order) (BAP No.
18-1160). We AFFIRM both orders on appeal.

FACTS

A. Prebankruptcy Events

Ms. Roach was the president and owner of Sesa, Inc. (Sesa),
a California corporation. In 2012, Sesa borrowed \$ 937,000
from Omaha Bank. Ms. Roach signed a guaranty of Sesa's
obligation which was secured by a third deed of trust against
her Property. Sesa defaulted on the loan in November 2016
and soon after closed its doors.

B. Bankruptcy Events

In May 2017, Ms. Roach filed a chapter 7 petition. Mr.
Marshack was appointed chapter 7 trustee.

In amended schedules, Ms. Roach valued her Property at \$
1.2 million and listed four secured creditors who held liens
against the Property in the total amount of \$ 1,550,095.89:
(1) Citimortgage, Inc. - \$ 426,645.17; (2) Bank of America
- \$ 468,619.61; (3) Omaha Bank - \$ 634,831.11; and
(4) Merhab Robinson, Jackson & Clarkson (Merhab) - \$
20,000. In amended Schedule C, Ms. Roach claimed a
homestead exemption in the amount of \$ 75,000. The deadline
for objecting to her homestead exemption passed without
objection.

Ms. Roach did not schedule any litigation claims against
Omaha Bank in either her original schedules or her amended
schedules but testified at the initial meeting of creditors that
she may have such claims against Omaha Bank or its attorney
for alleged improper conduct and threats (Litigation Claims).

1. Trustee's Compromise With Omaha Bank

Trustee filed a motion seeking an order approving a
compromise of the Litigation Claims with Omaha Bank
under Rule 9019. The compromise included the following
provisions:

3.1 Subordination of one-half of [Omaha Bank's] Claim:


Pursuant to § 510(c)(1), [Omaha Bank] agrees to
subordinate 50% of its [Omaha Bank] secured claim to
be treated as a general unsecured claim. The other half
of the secured [Omaha Bank] Claim shall retain the same
validity, priority, and extent that would otherwise exist
under California law. Upon a sale of the Property, and after
all costs of sale have been paid, senior liens including the
approximate \$ 465,000 owed to Bank of America and the

approximate \$ 412,000 claim owed to Citimortgage will be paid with the balance otherwise owed to [Omaha Bank] to be split evenly between Omaha Bank and the Estate;

3.2 The lien securing the subordinated portion of [Omaha Bank's] Claim shall be transferred to the Estate. Pursuant to § 510(c)(2), the lien securing the subordinated half of the [Omaha] Bank's claim would be transferred to the Estate with the Estate receiving all associated rights held by [Omaha] Bank as to the subordinated half of [Omaha] Bank's claim.

*2 ...

3.4 Release of Estate Claim. In consideration of the subordination provisions of the Agreement, the Estate releases [Omaha Bank], its officers, directors, shareholders, representatives, employees, lawyers, including the law firm of Mirman, Bubman, & Nahmias, LLP and its attorneys, shareholders, officers, directors, and employees, of any liability arising out of or related to the alleged Litigation Claim.

In a footnote, Trustee explained that he did not believe the subordination provisions set forth in the agreement constituted a “carve-out” subject to the standards set forth in  *In re KVN Corporation*, 514 B.R. 1, 8 (9th Cir. BAP 2014). He asserted, however, that even if considered a carve-out, those standards were met; i.e.: (1) Trustee fulfilled his basic duties; (2) there was a benefit to the estate because up to \$ 317,500 would be distributed; and (3) the terms of the carve-out agreement were fully disclosed to the bankruptcy court.

Although Ms. Roach did not file a written opposition to the compromise, her newly hired counsel appeared at the hearing. New counsel advised the bankruptcy court that Ms. Roach did not believe she had any claims against Omaha Bank or its counsel and, therefore, she did not object to the release of those claims. However, Ms. Roach argued that approval of a carve-out agreement with Omaha Bank was premature until there was an actual offer on the Property; only then could the court determine whether a meaningful distribution to unsecured creditors would be made.


In December 2017, the bankruptcy court approved the compromise. No appeal was taken, and the order became final.

2. Trustee's Motion to Sell Real Property and Motion to Distribute the Proceeds of the Sale

Trustee filed a motion to sell the Property for \$ 1.3 million and a motion to distribute the proceeds of the sale. Trustee proposed to pay the senior first and second liens in full, current property taxes, a broker's commission, and title and escrow fees. He then proposed to split the remaining proceeds evenly between Omaha Bank and the bankruptcy estate based on the court-approved compromise. Trustee explained that the estate was projected to receive approximately \$ 160,000 from the sale proceeds, which was sufficient to pay administrative claims capped at \$ 100,000, priority claims of \$ 31,700 in full, and to make pro rata distributions to general unsecured creditors. Trustee proposed to reduce his and his firm's administrative fees such that at least \$ 18,520 or about 15% would be distributed to unsecured creditors.

Because the sale proceeds would be exhausted by the first three deeds of trust recorded against the Property, Trustee maintained that there would be no proceeds available to pay any portion of the fourth deed of trust held by Merhab or anything to Ms. Roach on account of her homestead exemption.

In addition, Trustee argued that Ms. Roach could not claim an exemption against the projected \$ 160,000 recovered pursuant to the subordination agreement with Omaha Bank because such a claim would be prohibited by § 522(g). That statute provides that exemptions in property recovered by a trustee under § 510(c)(2) may only be claimed where the recovered property was not voluntarily transferred by the debtor. Here, Ms. Roach had voluntarily transferred an interest in her Property to Omaha Bank as security for its loan made to Sesa.

*3 Ms. Roach objected to Trustee's motions on the grounds, among others, that Trustee was improperly attempting to sell the Property without paying her on account of her homestead exemption and that the sale failed to meet the *KVN* standards for approval of a carve-out agreement. Ms. Roach further argued that the funds going to the estate as part of the carve-out were proceeds from the sale of her Property and subject to her homestead exemption under the holdings in *In re Wilson*, 492 B.R. 502, 506 (Bankr. C.D. Cal. 2013), and  *In re Reade*, 2014 WL 1329808 (Bankr. C.D. Cal. 2014). Finally, Ms. Roach maintained that Trustee's § 522(g) argument was “nonsensical” since that section applies to property which was voluntarily transferred by the debtor and has been recovered by the trustee. Here, Trustee had recovered nothing.


The bankruptcy court issued a tentative ruling, granting Trustee's motions. The court found that *In re Wilson* and *In re Reade* were factually and legally distinguishable from the instant case because in this case there was an assignment of Omaha Bank's lien to the estate as part of the court-approved compromise. The court noted that homesteads cannot be used to trump voluntary liens and there was no reason that should change just because a lien is assigned to the estate. The court further found that the previously approved compromise met all the requirements of *KVN* and noted that the 15% distribution to unsecured creditors was not de minimus. Finally, the bankruptcy court agreed with Trustee that Ms. Roach voluntarily liened the Property for far more than its value. Accordingly, there was no legal or equitable reason for allowing Ms. Roach to receive proceeds, at the expense of her creditors, that Trustee was able to pry out of the Property.

At the hearing on the matter, the court considered whether the subordination provisions constituted a carve-out agreement or an assignment of the money portion of Omaha Bank's lien. The court acknowledged that the agreement between the parties was unclear as to what portion of Omaha Bank's lien was subordinated, but the court did not find the agreement fatally vague. When reading all the motions and orders together, the bankruptcy court found that it was clear there was an assignment to the bankruptcy estate consisting of one-half of the money portion of Omaha Bank's lien such that monies owed to Omaha Bank would be evenly split between Omaha Bank and the estate. In the end, the court found the assignment of the lien made this case different from the carve-out cases. The bankruptcy court granted Trustee's motions and entered orders accordingly. Ms. Roach filed a single notice of appeal from those orders.



C. Post-appeal Events

By order, the Panel required Ms. Roach to file a separate appeal and pay a separate filing fee for each order so that the appeals would proceed as separate matters. The appeal of the Distribution Order was assigned BAP No. 18-1160.

Trustee moved to dismiss the appeal of the Sale Order (BAP No. 18-1144), arguing that it was moot because escrow had closed, there was no stay pending appeal, and the buyers qualified as good faith purchasers under § 363(m). The Panel denied the motion, finding that effective relief could be granted because the Sale Order granted two types of relief: it approved a sale and it allocated the proceeds. The Panel found that the portion of the order concerning the actual

sale transaction was moot since the sale of the Property was made to a good faith purchaser and was not stayed pending appeal.  *Paulman v. Gateway Venture Partners III, L.P. (In re Filtercorp, Inc.)* 163 F.3d 570, 576 (9th Cir. 1998). However, the Panel found that the appeal as to the second relief was not moot because the proceeds had not been distributed (and even if they had, such proceeds could be recovered). Accordingly, the Panel denied the motion without prejudice to reconsideration by the merits panel assigned to this appeal.²




JURISDICTION

*4 The bankruptcy court had jurisdiction pursuant to  28 U.S.C. §§ 1334 and 157(b)(2)(A) and (N). We have jurisdiction under  28 U.S.C. § 158.


ISSUE

Whether the bankruptcy court erred in concluding that Ms. Roach was not entitled to claim a homestead exemption in the estate's share of proceeds received from the sale of her Property due to Omaha Bank's assignment to the estate one-half of the money portion of its lien.



STANDARD OF REVIEW

We review a bankruptcy court's interpretation of its own order for an abuse of discretion.  *Rosales v. Wallace (In re Wallace)*, 490 B.R. 898, 906 (9th Cir. BAP 2013) (citing *Arenson v. Chicago Mercantile Exch.*, 520 F.2d 722, 725 (7th Cir.1975)); see also  *Hallett v. Morgan*, 296 F.3d 732, 739–40 (9th Cir. 2002) (special consideration is given to the trial court's interpretation of its own orders);  *Colonial Auto Ctr. v. Tomlin (In re Tomlin)*, 105 F.3d 933, 941 (4th Cir.1997) (the bankruptcy judge who has presided over a case from its inception is in the best position to clarify the court's rulings).

A bankruptcy court abuses its discretion if it applied the wrong legal standard or its findings were illogical, implausible or without support in the record.


 *TrafficSchool.com, Inc. v. Edriver Inc.*, 653 F.3d 820, 832 (9th Cir. 2011).

DISCUSSION

These appeals are about Ms. Roach's homestead exemption in proceeds received by the bankruptcy estate after the sale of her Property. In California, the homestead exemption may exceed home equity on the petition date.  *Wilson v. Rigby (In re Wilson)*, 909 F.3d 306, 310 (9th Cir. 2018). The allowed amount of the debtor's homestead is determined when the subject property is sold rather than being fixed as of the date the debtor files bankruptcy. *Robertson v. Alsberg (In re Alsberg)*, 161 B.R. 680, 684 (9th Cir. BAP 1993), *aff'd*  68 F.3d 312 (9th Cir. 1995). In this case, the disbursement of proceeds is a result of the bankruptcy court's order approving the compromise between Omaha Bank and Trustee. That order became a final order after the time for appeal passed. Accordingly, we cannot address whether the approval of the compromise or the distribution of proceeds was appropriate or not.

Further, in ruling on Trustee's motions, the bankruptcy court re-examined the meaning of the compromise agreement to determine whether the subordination provisions constituted a carve-out agreement or an assignment of the money portion of Omaha Bank's lien. The bankruptcy court found that although the agreement was unclear as to what portion of Omaha Bank's lien (i.e., the unsecured portion or the secured portion) was subordinated, the agreement was not fatally vague. The bankruptcy court concluded that reading all the motions and

orders together, it was clear that there was an assignment to the bankruptcy estate consisting of one-half of the money portion of Omaha Bank's lien such that monies owed to Omaha Bank would be evenly split between Omaha Bank and the estate.

“ ‘We owe substantial deference to the bankruptcy court's interpretation of its own orders and will not overturn that interpretation unless we are convinced that it amounts to an abuse of discretion.’ ” *Marciano v. Fahs (In re Marciano)*, 459 B.R. 27, 35 (9th Cir. BAP 2011) (quoting  *Ill. Inv. Trust No. 92 7163 v. Allied Waste Indus., Inc. (In re Resource Tech. Corp.)*, 624 F.3d 376, 386 (7th Cir. 2010)). The bankruptcy court was in the best position to construe the subordination provisions in the compromise agreement. Considering the record and the plain text of the compromise, we are not convinced that the bankruptcy court's interpretation was an abuse of discretion. Because Omaha Bank assigned the money portion of its lien to the bankruptcy estate, the bankruptcy court properly determined that under the terms of the compromise, Ms. Roach was not entitled to claim a homestead exemption in the sale proceeds attributed to the transferred lien.


CONCLUSION

***5** For these reasons, we AFFIRM both orders on appeal.

All Citations

Not Reported in B.R. Rptr., 2019 WL 408628

Footnotes

- * This disposition is not appropriate for publication. Although it may be cited for whatever persuasive value it may have, see *Fed. R. App. P. 32.1*, it has no precedential value, see 9th Cir. *BAP Rule 8024-1*.
- 1 Unless specified otherwise, all chapter and section references are to the Bankruptcy Code,  11 U.S.C. §§ 101-1532, and “Rule” references are to the Federal Rules of Bankruptcy Procedure.
- 2 Generally, a merits panel is not bound by the decisions of a motions panel. *Stagecoach Utils., Inc. v. Cty. of Lyon (In re Stagecoach Utils., Inc.)*, 86 B.R. 229, 230 (9th Cir. BAP 1988). We see no reason to reconsider

the decision made by the motions panel. The scope of our review in these related appeals is limited to the bankruptcy court's decision regarding the distribution of the sale proceeds.

End of Document

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EXHIBIT 3

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SENIOR COUNSEL
ADELEEST@DANNINGGILL.COM
WWW.DANNINGGILL.COM



1901 AVENUE OF THE STARS, SUITE 450
LOS ANGELES, CALIFORNIA 90067-6006
(310) 277-0077 – TEL
(310) 277-5735 – FAX

July 18, 2024

VIA EMAIL AND U.S. MAIL

Josephamh@outlook.com

Mr. Joseph Arroyo
977 S. Santa Fe Avenue
Suite 1
Vista, CA 92083

Re: Jamie Lynn Gallian, Debtor

Dear Mr. Arroyo:

My firm represents Jeffrey I. Golden, as the Chapter 7 Trustee (the “Trustee”), for the bankruptcy estate of Jamie Lynn Gallian (the “Debtor”), Bankruptcy Case No. 8:21-bk-11710-SC (the “Bankruptcy Case”). A copy of the Notice of Bankruptcy Case Filing is enclosed.

The Trustee is informed that you have listed for sale at \$539,000 the manufactured home located at 16222 Monterey Lane, Space #376, Huntington Beach, CA 92649 (“Property”) for the Debtor. A copy of the listing that we received today is enclosed.

Please be advised that, pursuant to 11 U.S.C. § 541(a), the Property is property of the Debtor’s bankruptcy estate. The Property cannot be sold without approval of the United States Bankruptcy Court in the Debtor’s Bankruptcy Case and only the Trustee has authority to sell the Property, as the Trustee. *See* 11 U.S.C. § 541(a) and 363(b). Please be further advised that you have not been employed by the Trustee and/or authorized by the Bankruptcy Court to act as a broker or agent with respect to any sale of the Property. *See* 11 U.S. Code § 327.

Please immediately cease and desist all efforts to sell the Property and, no later than end of business today, July 18, 2024, remove and take down all listings, including on any website and multiple listing service, relating to the Property.

DANNING, GILL, ISRAEL & KRASNOFF, LLP

Mr. Joseph Arroyo
July 18, 2024
Page 2

The Trustee reserves any and all of his rights and remedies against you in relation to any unauthorized transfer of the Property.

Sincerely,

/s Aaron E. de Leest

Aaron E. de Leest

cc: Jeffrey I. Golden, Trustee (via email)
Eric P. Israel, Esq. (via email)
Jamie Lynn Gallian, Debtor

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 07/09/2021 at 2:15 PM and filed on 07/09/2021.

Jamie Lynn Gallian
16222 Monterey Ln Unit 376
Huntington Beach, CA 92649
714-321-3449
SSN / ITIN: xxx-xx-3936
aka **Jamie L Gallian**
dba **J-Sandcastle Co, LLC**
dba **J-PAD, LLC**



The bankruptcy trustee is:

Jeffrey I Golden (TR)
Golden Goodrich LLP
3070 Bristol Street, Suite 640
Costa Mesa, CA 92626
(714) 966-1000

The case was assigned case number 8:21-bk-11710-SC to Judge Scott C Clarkson.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.cacb.uscourts.gov or at the Clerk's Office, 411 West Fourth Street, Suite 2030,, Santa Ana, CA 92701-4593.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Kathleen J. Campbell
Clerk, U.S. Bankruptcy Court

PACER Service Center			
Transaction Receipt			
07/18/2024 13:04:10			
PACER Login:	aeddgdk37	Client Code:	gallian27064
Description:	Notice of Filing	Search Criteria:	8:21-bk-11710-SC

Billable Pages:	1	Cost:	0.10
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LIVE DATABASE

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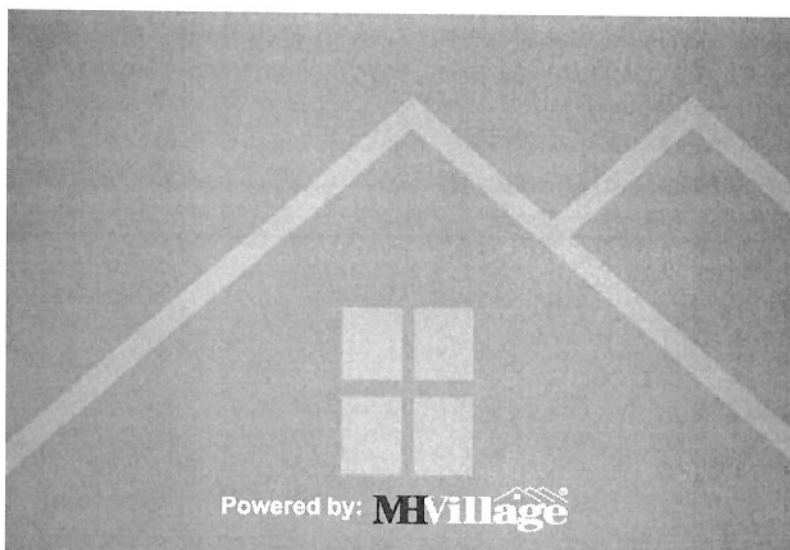
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1622 Monterrey Lane Sp # 376

Huntington Beach, CA
92649

\$539,000

2

2

1,800 Sq. Ft.

Seller is giving a 1 year base Warranty on this home Call right now Patti

MHVillage Listing: #3149104

Year: 2014

Make/Model: Skyline Custom Villa

Serial Number: #PFS1130282AC747103

WOW !!! Look at this Custom Made home In Sr. Community Blocks from the Huntington Beach Harbor, Gated Community very private., This home set in perfect location in the Community no so much traffic goes by.. LOOK at this Beautiful Custom Made Home this home is so beautiful you will want to buy it right away. Look at the open floor plan huge living room with dinning combined, WOW LOOK at this Kitchen with lots of cabinet space suitable for your every need, all Kitchen appliances are included in the sale.. WOW look at this huge laundry room with washer and dryer are included. Now lets go in the guest bath room with full size shower and tub with on vanity and on e sink. Look at this huge guest bedroom with full size closet. NOW let's go into this SPACIOUS mater bedroom with full size closet and look at he this huge master bathroom with double sinks with vanity and full size shower and tub. This home is a must see shows' perfect and look at price very reasonable and affordable. Includes Clubhouse, Swimming Pool, Jacuzzi, Lots of Senior Activities very quiet Community. Call right now ask for Patti or just call our Office to see more home log onto my web site Se Habla Espanol LLame Ahora. !!!

Home Information:

- Roof: Shingled
- Carport
- Patio
- Ceiling Fan
- Refrigerator
- Dishwasher
- Trim Color: White
- Lot Rent: \$1,372/Month

- Siding: Hardboard
- Central Air
- Ceiling: Drywall
- Walk-In Closet
- Microwave
- Clothes Washer
- Color: Tan

- Skirting: Hardiboard
- Storage Shed
- Walls: Drywall
- Garbage Disposal
- Oven
- Clothes Dryer
- Heating: Gas

Listed by:

Joseph Arroyo (Pro+)



License #:DL1140137

Joseph Arroyo

(760) 758-7653

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): TRUSTEE'S NOTICE OF OPPOSITION AND OPPOSITION TO DEBTOR'S MOTION TO COMPEL AND ISSUE ORDER TO THE CH. 7 TRUSTEE TO WITHDRAW AND CANCEL THE MAY 13, 2024 HCD APPLICATION TO TRANSFER CERTIFICATE OF TITLE DECAL LBM 1081 FOR ZERO CONSIDERATION TO DANNING, GILL, ISRAEL & KRASNOFF LLP FORTHWITH; MEMORANDUM OF POINTS AND AUTHORITIES; REQUEST FOR JUDICIAL NOTICE AND DECLARATION OF AARON E. DE LEEST IN SUPPORT THEREOF will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) July 30, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL: On July 30, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by causing to be placed a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on July 30, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA EMAIL:

Debtor in pro per
Jamie Lynn Gallian jamiegallian@gmail.com

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 30, 2024
Date

Beverly Lew
Printed Name

/s/ Beverly Lew
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)

Bradford Barnhardt on behalf of Interested Party Courtesy NEF
bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com

Bradford Barnhardt on behalf of Plaintiff Houser Bros. Co.
bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Plaintiff Jeffrey I. Golden
adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com

Aaron E. DE Leest on behalf of Trustee Jeffrey I Golden (TR)
adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com

Robert P Goe on behalf of Creditor The Huntington Beach Gables Homeowners Association
kmurphy@goeforlaw.com,
rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com

Robert P Goe on behalf of Interested Party The Huntington Beach Gables Homeowners Association
kmurphy@goeforlaw.com,
rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com

Robert P Goe on behalf of Plaintiff The Huntington Beach Gables Homeowners Association
kmurphy@goeforlaw.com,
rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com

Jeffrey I Golden (TR)
lwerner@go2.law, jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com

D Edward Hays on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates
ehays@marshackhays.com,
ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF
ehays@marshackhays.com,
ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Plaintiff Houser Bros. Co.
ehays@marshackhays.com,
ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com

Brandon J. Iskander on behalf of Creditor The Huntington Beach Gables Homeowners Association
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Brandon J. Iskander on behalf of Plaintiff The Huntington Beach Gables Homeowners Association
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)
eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com

Shantal Malmed on behalf of Plaintiff Jeffrey I. Golden
shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com

Shantal Malmed on behalf of Trustee Jeffrey I Golden (TR)
shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com

Laila Masud on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com

Laila Masud on behalf of Interested Party Courtesy NEF

lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;lbuchanan@marshackhays.com;alinares@ecf.courtdrive.com

Laila Masud on behalf of Plaintiff Houser Bros. Co.

lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;lbuchanan@marshackhays.com;alinares@ecf.courtdrive.com

Mark A Mellor on behalf of Defendant Randall L Nickel

mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Mark A Mellor on behalf of Interested Party Courtesy NEF

mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Valerie Smith on behalf of Interested Party Courtesy NEF

claims@recoverycorp.com

United States Trustee (SA)

ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY U.S. MAIL

The Honorable Scott C. Clarkson

U.S. Bankruptcy Court

411 W. Fourth Street, Suite 5130

Santa Ana, CA 92701

JAMIE LYNN GALLIAN
16222 Monterey Lane Unit 376
Huntington Beach, CA 92649
(714) 321-3449
jamiegallian@gmail.com

In PRO PER

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

Case No. 8:21-bk-11710-SC

In re:

Chapter 7

JAMIE LYNN GALLIAN,

Debtor.

**MOTION TO COMPEL AND ISSUE
ORDER TO THE CH. 7 TRUSTEE AND
HIS ATTORNEY'S TO WITHDRAW AND
CANCEL THE MAY 13, 2024 HCD
APPLICATION TO TRANSFER
CERTIFICATE OF TITLE DECAL LBM
1081 FOR -ZERO- CONSIDERATION, TO
DANNING, GILL, ISRAEL, & KASNOFF,
LLP. FORTHWITH. DECLARATION OF
JAMIE LYNN GALLIAN,**

Hearing Date: July , 2024

Time:

Courtroom: 5C

TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES TRUSTEE,
ALL PARTIES AND TO THEIR ATTORNEY'S OF RECORD:

On May 13, 2024, the Trustee Jeffrey Golden and his attorney's Daning Gill, Israel, and
Kasnoff, LLP filed a CA Department Housing and Community Development **Application** to
Transfer the Certificate of Title for -0- consideration (owned solely by Ms. Jamie Lynn Gallian)
to the Trustees Attorney Danning, Gill, Iseael, amd Kasnoff LLP 1901 Avenue of the Stars, Suite
#450 Los Angeles, CA 90067. EXHIBIT A The personal property 2014 Skyline Custom Villa
Manufactured

1 Home Decal LBM 1081 is owned by the debtor and the personal residence of
2 Debtor and her family since November 1, 2018 to the current period. The home
3 is located in Rancho Del Rey Mobilehome Estates situs 376.

4
5 The same day HCD received the on-line Application to Transfer the Certificate
6 of Title to the Trustee's attorney's through the HCD Online Portal, HCD Staff
7 Services Analyst Adam C. sent a Deficiency Letter to the Trustee's Attorney's. **Exhibit A.**
8 I am informed and believe by Ms. Geren, Riverside County Department of Housing and
9 Community Development the Trustee's attorney's have not responded to the Deficiency
10 Letter. Debtor made request to Trustee's attorneys to kindly cancel the application.

11
12 The Trustee's attorney's must notify the HCD to cancel the Application or as this
13 Motion requests, an order from a Court instructing the Trustee's attorney's to cancel the
14 application forthwith. Trustee's attorney are of the belief they do not have to.

15
16 About the same time the Trustee's attorney's took this bold covert action without
17 debtor's permission, the Trustee and his attorney's were aware the Honorable Erithe A.
18 Smith Order GRANTING Debtor her full Homestead Exemption. *docket 393*. Houser
19 Bros did not pursue any further appeal from the "Remand Order" and it is now final.

20
21 Prior to Debtor filing her Chapter 7 petition on July 9, 2021, Debtor recorded a
22 Declared Homestead @ 12:48pm with the Orange County Clerk Recorder Instrument No.
23 2021000443659, claiming CCP §704.930. **Exhibit B.**

24
25 Debtor disclosed the sale, 10/31/2018, of her previous primary residence, Unit 53
26 in her petition, using the exempt proceeds to buy Unit 376, November 1, 2018.
27 §522 P(2)(B) would appear to be applicable to the exempt sale proceeds transferred to
28 debtors new homestead, because both homes are located in the same state.

Additionally debtor's previous exempt home, Unit 53, 4476 Alderport Huntington Beach CA APN 937-63-053, debtor inherited as a [gift] between family members from her step-mother Sandra Bradley and debtor's deceased father Charles Bradley . Transfer of Title to Jamie Gallian was recorded with the Orange County Clerk Reorder on 3/23/2017, Instrument No, 2017000116815 outside the 1215 day period. accounting for the source of the funds. **EXHIBIT E** As previously noted in the Chapter 7 petition, *docket 1*, Debtor sold her exempt homestead, Unit 53, on October 31, 2018, transferred the sale proceeds to the purchase of her new homestead Unit 376 , 16222 Monterey Ln. Huntington Beach, in Rancho Del Rey Mobilehome Estates on November 1, 2018. Approximately two weeks after Houser Bros were notified of the sale of Unit 376 by the seller Ryan on November 1, 2018, Houser Bros attorney prepared and delivered a WRIT Of POSSESSION of real property (Space 376) (not the personal property 2014 MH home) in the name of the old owner, LISA RYAN, dated 11/14/2018, to the Orange County Sheriff Department on November 19, 2018, twenty days after Gallian bought the home. The Sheriff Department posted the first NOTICE TO VACATE DECEMBER 5, 2018. The second NOTICE TO VACATE JANUARY 20, 2019, both Notices were addressed to the previous owner Lisa Ryan. In between the two Notices, Houser Bros, filed on 1/2/2019, Unlawful Detainer in the name of Jamie Lynn Gallian. Then on March 4, 2019, Houser Bros, at least 6 Sheriff Department cars converged on a tiny street in Rancho Del Rey Mobile Home Park and executed the WRIT OF POSSESSION of the Real Property Space 376, in the name of Lisa Ryan, State Court Houser v Ryan Case No. 30-2018-01013582. Ms. Gallian was humiliated, anxious, distraught, when she was forced to leave the home she purchased with her own money with not so much as a toothbrush or a can opener to open a can of dog food for her two dogs she took with her. On March 6, 2019, Gallian intervened in the case 30-2018-01013582, and Judge Luege reversed the WRIT and ordered Houser to return

possession to Jamie Gallian, The judge told Houser if they believed Gallian does not
1 qualify to be a tenant, then to set their 1/2/2019 UD case for trial. "Judge Luege told
2 Houser you already filed the UD case, you'll have a trial date in less than 30 days. This can
3 be resolved very quickly." Your Honor Clarkson, that was over 5 1/2 years ago. The UD
4 Judge Mena Guirguis [denied] Houser Bros Motion to Reclassify to civil unlimited. Ms.
5 Gallian offered to pay \$35,000 to Houser Bros. Bk Attorney Ed Hays refused the offer.
6

In Debtors DOC 1, page 15 of 60, Debtor disclosed a filing in her name ,Jamie
7 Gallian on 1/14/2019 "Manufactured Home Financing Note" [addendum UCC-1], File
8 No. 19-769190527, with the Secretary of State on Debtor's primary residence,
9 Decal No. LBM1081 listing Jamie Gallian as a Secured Creditor, J-Pad Secured Creditor.
10

In Debtors DOC 1, page 21 of 60, Debtor disclosed the first UCC-1, Filing
11 Date of 1/14/2019, where she listed herself as the Debtor mistakenly with J-Sandcastle
12 debtor Co File No. 19-7691905279.
13
14

On 2/24/2021, Ron Pierpont and J-Pad, LLC Perfected Legal Owners on the
15 Certificate of Title **Exhibit D**
16

On July 9, 2021, prior to debtor filing her Chapter 7 petition, Ronald J Pierpont executed
17 On July 9, 2021, prior to debtor filing her Chapter 7 petition, Ronald J Pierpont executed
18 on behalf of J-Pad, LLC and himself HOUSING AND COMMUNITY DEVELOPMENT
19

Form 475.3 LIEN SATISFIED. EXHIBIT D1-4 The Lien Satisfied document was filed
20 in the records of HCD on July 14, 2021, I confirmed this fact with HCD Tech. Geren
21

7/10/24.as well as the bankruptcy court and is an exhibit in Houser Bros Co Trial Exhibit
22

22. Debtor respectfully requests the Court find that the Trustee attorney's have no
23 authority to attempt to file an Application to Transfer Ms. Gallians Certificate of Title to
24 themselves, as she is the sole owner of the personal property manufactured home.
25

for 0 consideration. I declare the foregoing under penalty of perjury the above to be true
26 and correct.
27
28

Jamie Lynn Gallian
JAMIE LYNN GALLIAN

DECLARATION OF JAMIE LYNN GALLIAN

1. I, Jamie Lynn Gallian, am the Debtor in this Chapter 7, commencing *In re Gallian*, 8:21-bk-11710-SC and the sole owner of the 2014 Skyline Custom Villa Manufactured Home.
2. I am an individual over 18 years of age and competent to make this Declaration.
3. The facts set forth below are true of my personal knowledge.
4. I make this Declaration in support of this Motion.
5. A true and correct copy of the Deficiency Letter dated May 13, 2024, from Housing and Community Development sent by US Mail to the Trustee's attorney DANNNG, GILL, ISRAEL, KASNOFF, LLP, concerning the May 13, 2024, (same day) Online Application to Transfer Certificate of Title For -0- Consideration transmitted electronically to the Department of Housing and Community Development, Registration and Titling Division. Exhibit A
6. A true and correct copy of Debtors Declared Homestead DOC 72, filed July 9, 2021 @ 12:48pm, pre-petition with the Orange County Clerk Recorder, Instrument No. 2021000443659. Exhibit B
7. A true and correct copy Doc 157, Pg. 35, Certified Copy True and Correct Copy of a Permanent Record of the Assessor's Office Orange County California.
COUNTY OF ORANGE, OFFICE OF THE ASSESSOR, dated July 21, 2022
Subject: Assessor Parcel No. 891-569-62 16222 Monterey Ln. Unit 376
Huntington Beach, CA has been active in Orange County as of 02-25-2021. Exhibit C
8. A true and correct copy
Department of Housing and Community Development
DTN "Receipt 12313525", 07/14/2021 Decal LBM1081, Custom Villa
Serial # AV7V710394GA/GB
Exhibit D-1
9. A true and correct copy of State of California - Department of Housing and Community Development CERTIFICATE OF TITLE -
Legal Owner(s) RONALD J. PIERPONT (OR) J_PAD, LLC
DTN Recei[pt 12313525, Jul 14, 2021
Exhibit D-2
10. A true and correct copy of State of California - Department of Housing and Community Development REDISTRATION CARD-
Legal Owner(s) RONALD J. PIERPONT (OR) J_PAD, LLC
DTN 12313525, Jul 14, 2021
Exhibit D-3
11. A true and correct copy DOC 132 07/07/22, Page53, State of California - Department of Housing and Community Development Division of Codes and Standards Registration and Titling - STATEMENT OF FACTS
DECAL NO. LBM 1081 "I hereby state: I spoke with Jamie Gallian and she states the unit should be registered as Jamie Galliam as sole registered owner. The lien has been satisfied and there is no legal owner at this time. Jamie advised the county, and was toldt here was no need to revise the Tax Clearance Certificate.
I Certify under penalty of perjury that the foregoing is true and correct.
Executed on 7/28/21 at Sacramento, CA
Signature Rebecca M. O'laughlin, ProgramTech. III
Exhiibit D-4
Signed this 11th Day of July 2024, at Huntington Beach.

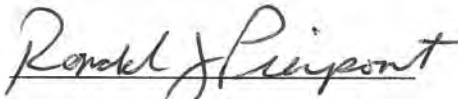
JAMIE LYNN GALLIAN 5

DECLARATION OF RONALD J. PIERPONT

- 1 **1.** I, RONALD J. PIERPONT, declare
- 2 **2.** I am an individual over 18 years of age and competent to make this Declaratio.
- 3 **3.** The facts set forth below are true of my personal knowledge.
- 4
- 5 **4.** I make this Declaration in support of the Motion to Compel and Order to the
- 6 Trustee and his Counsel to remove and cancel the Application to Transfer Certificate of
- 7 Title for -zero- consideration.
- 8 **5.** A true and correct copy 2/24/2021 State of California - Department of Housing and
- 9 Community Development -
- 10 **CERTIFICATE OF TITLE LEGAL OWNERS RONALD J. PIERPONT OR J-PAD**
- 11 **Exhibit D-2**
- 12 **6.** A true and correct copy State of California - Department of Housing and Community
- 13 Development - FORM HCD R/T 475.3 LIEN SATISFIED
- 14 **EXECUTED by Ronald J. Pierpont on 7/9/2021**
- 15 **Legal Owner(s) RONALD J. PIERPONT (OR) J_PAD, LLC**
- 16 **DTN 12313525, Jul 14, 2021**
- 17 **DOC 132;**
- 18 **HOUSER BROS TRIAL EXHIBIT 42, PAGE 1602**
- 19 **Exhibit D-3**

20
21
22
23
24
25
26
27
28

Dated this 11th day of July, at Huntington Beach, CA under penalty of perjury.


RONALD J. PIERPONT

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

Registration and Titling Program
P.O. Box 277820
Sacramento, CA 95827-7820
1-800-952-8356
From TDD Phones: 1-800-735-2929
May 13, 2024



DANNING GILL ISREAL AND KASNOFF LLP
1901 AVENUE OF THE STARS, SUITE # 450
LOS ANGELES, CA 90067

Decal or ID Number:	LBM1081
DTN Number:	13333026
Amount Paid:	\$0.00
Escrow Number:	

The department has received your request and/or application for the unit listed above. To complete the attached application, please return this letter, any attached documents, and the items listed below.

Please attach all necessary forms and fees.

Should you need any additional forms, you may contact us at 1-800-952-8356 or forms may be downloaded from our website at WWW.HCD.CA.GOV.

Servicios bilingües están disponible. Para hablar con un representante en español, por favor llame al número 800-952-8356 y pregunte por un intérprete.

Please return all of the enclosed items along with the requested documents and/or fees to the address listed above.

Sincerely,

ADAM C
Staff Services Analyst (General)
Registration & Titling
(916) 263-5153



EXHIBIT B

18

Recording Requested by :

J-SANDCASTLE CO LLC

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



88.00

* \$ R 0 0 1 2 9 8 0 9 5 6 \$ *
2021000443659 12:48 pm 07/09/21

18 414A D04 2

0.00 0.00 0.00 0.00 3.00 0.00 0.000.0075.00 3.00

When recorded mail to:

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

HOMESTEAD DECLARATION

CCP §704.930

APN#: 891-569-62

1. Name(s) of Declared Homestead owners:

JAMIE LYNN GALLIAN

, do hereby claim a Declared

Homestead in the following real property located in:

the City of HUNTINGTON BEACH, CA, County of ORANGE, State of California,

more commonly known as:

16222 MONTEREY LANE SPACE 376 HUNTINGTON BEACH, CA 92649

(Insert Common Street Address Above)

and more particularly described as follows:

2014 SKYLINE CUSTOM VILLA DECAL NO. LBM1081 SERIAL NO. AC7V710394GB; AC7V710394GA; LOCATED ON LOT 376
ON APN 178-011-16, TRACT 10542, UNIT 4, PARCEL MAP BOOK 108, PG(S) 47 & 48

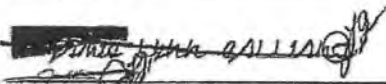
(Insert Property Legal Description Above)

2. The Declared Homestead is the principal dwelling of the Declared Homestead Owner(s) listed above or such person(s) spouse.

3. The Declared Homestead Owner(s) listed above, or such person(s) spouse, resides in the Declared Homestead on the date this Homestead Declaration is recorded.

4. The facts stated in this Homestead Declaration are known to be true as of the personal knowledge of the person(s) below executing and acknowledging this Homestead Declaration.

Dated: 07/08/2021



(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN

(Printed Name of Declared Homestead Owner or Spouse)



(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN

(Printed Name of Declared Homestead Owner or Spouse)

(See Attached Acknowledgment)

IT
2P
SB
PK

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 7/9/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Jamie Lynn Galligan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



EXHIBIT C

500 S. Main Street, First Floor, Suite 103
Orange, CA 92868-4512
or
P. O. Box 628
Santa Ana, CA 92702-0628



CLAUDE PARRISH
COUNTY ASSESSOR
Telephone: (714) 834-3821
FAX: (714) 834-2565
www.ocassessor.gov

ESTABLISHED 1889

July 21, 2022

OFFICE OF THE ASSESSOR

891-569-62 HX

GALLIAN, JAMIE LYNN
16222 MONTEREY LN, SPC 376
HUNTINGTON BEACH, CA 92649

SUBJECT: Assessor Parcel Number: 891-569-62

Property Address: 16222 MONTEREY LN, UNIT 376, HUNTINGTON BEACH

The Homeowners' Exemption on the above property has been active in Orange County as of **02-25-2021**

Claimant Name: GALLIAN, JAMIE LYNN

If you have any questions, please call our office at (714) 834-3821.

Sincerely,

CLAUDE PARRISH
County Assessor

By
Exemptions Division

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF A PERMANENT
RECORD OF THE ASSESSOR'S OFFICE.
ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
COUNTY ASSESSOR

BY *Neil S. [Signature]*

2022 JUL 21 PM 2:22
ORANGE COUNTY ASSESSOR
CLAUDE PARRISH

A002-994 (R 09/19)

2022-23 Secured Assessment Roll

CLAUDE PARRISH, ORANGE COUNTY ASSESSOR

Full Parcel Report: Page 1 of 1

As of January 1st, 2022

Parcel No: 891-569-62		Tax Rate Area: 04-902	Property Type: MOBILE HOME
Owner / Mailing Address			
Assessee: GALLIAN, JAMIE LYNN Address: 16222 MONTEREY LN, SPC, 376 City, State: HUNTINGTON BEACH, CA Zip: 92649			
Description			
Assessed Value	Exemptions	Dates	
Land: 0	Exe Type: HOMEOWNER	Land BaseYear: 2021	
Improvement: 0		Improvement Base Year: 2021	
Personal Property: 86,339		Tax Lien Status:	
Other: 0			
Gross: 86,339			
Less Exemption: 7,000			
Net: 79,339			
Sale History			
Reference Number: M2085154			
Additional Information			
Legal Description: T MHP RANDRE MSP 376			

I HEREBY CERTIFY THAT THIS IS A TRUE
 AND CORRECT COPY OF A PERMANENT
 RECORD OF THE ASSESSOR'S OFFICE.
 ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
 COUNTY ASSESSOR

BY: *[Signature]*

2022 JUL 21 PM 2:18
 ORANGE COUNTY ASSESSOR
 CLAUDE PARRISH

EXHIBIT D

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
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DTN: 12313525

Decal: LBM1081

Unit ID: 252606085

Trans Type: R/O Transfer - No Sale

Trans Date: 07/14/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 08/02/2021 User Name: SHAH, KIRAN

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
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STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021

Addressee

RONALD J PIERPONT
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

JUL 14 2021

Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT
JPAD LLC
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Lien Perfected On: 08/20/20 11:58:00

12313525

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 2

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 43 of 62

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021	

Addressee

RONALD J PIERPONT
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT
JPAD LLC
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Lien Perfected On: 08/20/20 11:58:00

LEGAL OWNER COPY
INFORMATION ONLY

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 1

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
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STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



LIEN SATISFIED

SECTION I. DESCRIPTION OF UNIT

This unit is a:

☒ Manufactured Home/Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

The Decal (License) No.(s) of the unit is: LBM1081

The Trade Name of the unit is: CUSTOM VILLA

The Serial No.(s) of the unit is: AC7V710394GB/AC7V710394GA

SECTION II. DEBTOR(S) NAME(S)

Name of Debtor(s): J-SANDCASTLE CO, LLC

SECTION III. LIENHOLDER'S CERTIFICATION

This is to certify that our/my lien in the name(s) of the debtor(s) shown above against the described unit has been fully satisfied and has not been assigned to any other party.

I/We certify under penalty of perjury that the foregoing is true and correct.

Print or Type Name of Legal Owner or Jr. Lienholder (Lender):

J-PAD LLC or RONALD J. PIERPONT

Signature of Legal Owner, Jr. Lienholder (Lender) or their Authorized Agent:

Ronald J. Pierpont

Date 7/9/2021

Address 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649
Street Address or P.O. Box City State Zip

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 53 of 62

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s): LBM1081	Trade Name:	Serial No.(s):
--	-------------	----------------

I/We, the undersigned, hereby state:

I spoke with Jamie Gallian and she states the unit should be registered as Jamie Gallian as sole registered owner. The lien has been satisfied and there is no legal owner at this time. Jamie advised the county and was told there was no need to revise the Tax Clearance certificate.

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 7/28/21 at Sacramento, CA
Date City State

Signature(s): <i>Elaine M. O'Loughlin</i>	Printed name(s): <i>Elaine M O'Loughlin, Program Tech II</i>
--	---

Address _____

City _____ State _____



TAX CLEARANCE CERTIFICATE

☒ Mobile Home

☐ Floating Home

COUNTY OF ORANGE

SERIAL NUMBER/HULL NUMBER AC7V710394GA, AC7V710394GB	DECAL NUMBER/CF NUMBER LBM1081
LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH	ASSESSOR'S PARCEL NUMBER 891-569-62
CURRENT REGISTERED OWNER J-SANDCASTLE CO LLC 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649	APPLICANT J-SANDCASTLE CO LLC & JAMIE L. GALLIAN 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649

I hereby certify that the following has been paid:

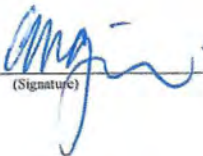
- ☐ Delinquent license fees
- ☐ Property taxes applicable to the home identified above through the fiscal year
- ☒ A security deposit for payment of the property taxes for the fiscal year 2021-2022
- ☒ No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER SEPTEMBER 7, 2021.

Executed on July 9, 2021 at Santa Ana.
Treasurer-Tax Collector for Orange County, State of California.

Issued on July 9, 2021


(Signature)

§2189.8, 5832 R & T Code

TDL 10-01 (7-87)

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SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 2/25/2021 at Huntington Beach CALIFORNIA
Signature J. SANDOCASTLE COLLE Printed Name

SECTION B - RELEASING SIGNATURES

1a. J. SANDOCASTLE COLLE J. Sandocastle Date of Release 2/25/2021
Releasing Signature of Registered Owner
1b. _____ Date of Release _____
Releasing Signature of Registered Owner
2. _____ ☒ Release ☐ Retain ☐ Assign Interest
Legal Owner of Record (if any) sign and check appropriate box (* If Assign Interest is checked - Complete New Legal Owner Below)

SECTION C - NEW OWNER INFORMATION

NEW REGISTERED OWNER - Please Print or Type Clearly

3a. JAMIE LYNN GALLIAN 3c. J. SANDOCASTLE COLLE
New Registered Owners Name New Registered Owners Name
3b. J. SANDOCASTLE COLLE 3d. _____
New Registered Owners Name New Registered Owners Name
If more than one New Owner going onto title, please check the appropriate Co-owner term box.
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
☒ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
4. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Mailing Address of New Registered Owner City/State Zip Code
5. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Actual Location Address of Unit City/State Zip Code
6. 2/25/2021
Purchase Price or check box if Gift ☒ Purchase Date or Transfer Date
7a. Jamie Lynn Gallian 7c. J. SANDOCASTLE COLLE
Signature of New Registered Owners Signature of New Registered Owners
7b. J. SANDOCASTLE COLLE 7d. J. SANDOCASTLE COLLE
Signature of New Registered Owners Signature of New Registered Owners

NEW LEGAL OWNER - Please Print or Type Clearly

8a. J. SANDOCASTLE COLLE 8b. _____
New Legal Owners Name New Legal Owners Name
If more than one New Lender going onto title, please check the appropriate Co-owner term box below.
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
9. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Mailing Address of New Legal Owner City/State Zip Code

NEW JUNIOR LIENHOLDER - Please Print or Type Clearly

10a. _____ 10b. _____
New Junior Lienholder Name New Junior Lienholder Name
11. _____
Mailing Address of New Junior Lienholder City/State Zip Code

SECTION D - RELEASE OF DEALERS

12. _____
Signature of Selling Dealer Print Dealers Name and Dealer Number

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Aug 10, 2021

Decal #: LBM1081 Use Code: SFD
Manufacturer: SKYLINE HOMES INC Original Price Code: BVH
Tradename: CUSTOM VILLA Rating Year:
Model: Tax Type: LPT
Manufactured Date: 05/29/2014 Last ILT Amount:
Registration Exp: Date ILT Fees Paid:
First Sold On: 07/28/2014 ILT Exemption: NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Record Conditions:

- An application for title or registration change is pending with the department. For information regarding this application, please call 1-800-952-8356 and request to speak with a customer representative.

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/03/2021

Last Reg Card: 08/03/2021

Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Sep 21, 2021

Decal #: LBM1081 Use Code: SFD
Manufacturer: SKYLINE HOMES INC Original Price Code: BVH
Tradename: CUSTOM VILLA Rating Year:
Model: Tax Type: LPT
Manufactured Date: 05/29/2014 Last ILT Amount:
Registration Exp: Date ILT Fees Paid:
First Sold On: 07/28/2014 ILT Exemption: NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/12/2021

Last Reg Card: 08/12/2021

Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00

Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

**CERTIFIED COPY CLERK RECORDER, COUNTY OF ORANGE, CALIFORNIA
ASSIGNMENT OF SUBCONDOMINIUM GROUNDLEASEHOLD,
INSTRUMENT NO. 2017000116815 MARCH 23, 2017**

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 294 of 326

276

RECORDING REQUESTED BY:

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA
92649

AND WHEN RECORDED MAIL TO:

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA
92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



33.00

* \$ R 0 0 0 9 1 4 7 5 4 1 \$ *

2017000116815 8:25 am 03/23/17

276 415 A34 A04 F14 6

0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

TITLE OF DOCUMENT:

Assignment of Condominium
Sublease

Lease from present to 2059

Transfer Tax exempt. This Lease is a
Gift between family members.

2T

6P

2FF

0C

2CF

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 295 of 326

RECORDING REQUESTED BY:

~~Sandra Bradley~~
~~19 Meadow Wood Dr.~~
~~Coto de Caza, CA 92679~~

Jamie Gallian
4476 Alderport Dr.
Huntington Beach
CA 92649

WHEN RECORDED RETURN TO:

~~same as above~~

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA 92649

(space above this line for Recorder's use)

ASSIGNMENT OF CONDOMINIUM SUBLEASE

For no consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, as Trustee of the Sandra L. Bradley Trust, hereby transfers and assigns to JAMIE L. GALLIAN, a single woman, all right, title and interest of the undersigned as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, and individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC, by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on November 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all buildings and other improvements on said land.

NO CONSIDERATION - TERM OF LEASE LESS THAN 99 YEARS

Dated: 3/22/2017

[Signature]

[Signature: Sandra L. Bradley]
Assignor, SANDRA L. BRADLEY
Trustee of the Sandra L. Bradley Trust

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Exhibit Part 2 of 2 Page 296 of 326

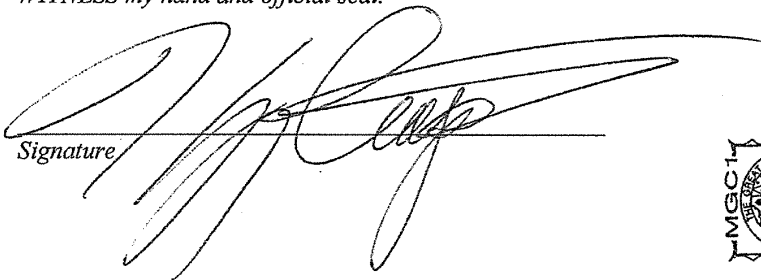
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/22/2017, before me, HENRY J. COOPERSMITH, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 297 of 326

EXHIBIT "A"

DESCRIPTION

Order No. 985040290
PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 298 of 326

RECORDING REQUESTED BY:

~~Sandra Bradley~~
~~19 Meadow Wood Dr.~~
~~Coto de Caza, CA 92679~~

Jamie Gallian
4476 Alderport
Huntington Beach
CA 92649

WHEN RECORDED RETURN TO:

~~same as above~~

Jamie Gallian
4476 Alderport
Huntington Beach, CA
92649

(space above this line for Recorder's use)

ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to the Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

Dated: 3/22/17


Assignee, JAMIE L. GALLIAN

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Exhibit Part 2 of 2 Page 299 of 326

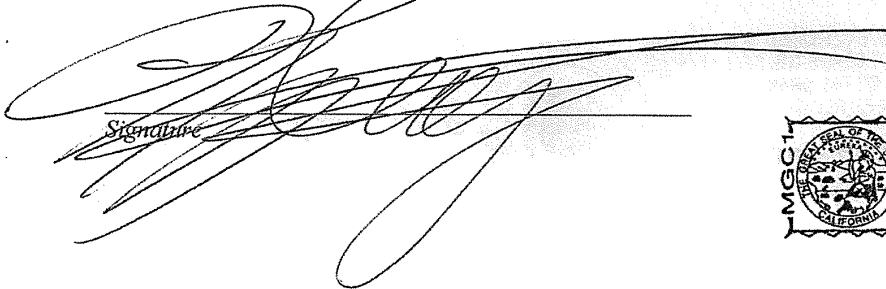
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

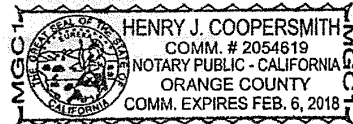
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/23/2017, before me, Henry J. Coopersmith
a Notary Public in and for said State personally appeared JAMIE L. GALLIAN, who proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by her signature on
the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.





Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 300 of 326

THIS IS A TRUE CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: MAR 23 2017
CERTIFICATION FEE: 7.00



COUNTY CLERK-RECORDER

Hugh Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
16222 MONTEREY LANE SP. 378 HUNTINGTON BEACH, CA 92649

A true and correct copy of the foregoing document entitled: **MOTION TO COMPEL AND ORDER TRUSTEE AND CONSEL TO WITHDRAW AND CANCEL APPLICATION TO TRANSFER CERTIFICATE OF TITLE TO TRUSTEES ATTORNEYS; DECL ISO GALLIAN AND PIERPONT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 07/11/2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

07/11/2024

JOSEPH CLARK

Date

Printed Name

Signature

Joseph Clark

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)

Aaron E DE Leest on behalf of Trustee Jeffrey I Golden (TR)
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Jeffrey I Golden (TR) lwerner@go2.law, jig@trustesolutions.net;kadele@go2.law

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)
eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com

Valerie Smith on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

**United States Bankruptcy Court
Central District of California
Santa Ana
Scott Clarkson, Presiding
Courtroom 5C Calendar**

Tuesday, November 5, 2024

Hearing Room

5C

11:00 AM

8:21-11710 Jamie Lynn Gallian

Chapter 7

#4.10

CONT'D Hearing RE: Jamie Lynn Gallian Must Appear And Show Cause As To Why She Should Not Be Held In Contempt Of Court And Sanctioned For Willfully Violating The Bankruptcy Code By Exercising Control Over Property Of The Estate, Interfering With The Trustee's Administration Of Property Of The Estate And Violating The Automatic Stay In Debtor's Case
(Set per OSC Entered 9-12-2024)

FR: 10-15-24; 10-22-24

Docket 440

Tentative Ruling:

Tentative for 11/5/24:

In light of the allegations contained in Trustee's Status Report filed October 29, 2024 [Dk. 492], Debtor appears to be, yet again, interfering with Trustee's efforts to sell the Property by denying access to the Property. Debtor must appear and address these allegations.

If the Court finds that Debtor has not complied with this Court's order entered September 5, 2024 [Dk. 431], this Court's orders from the bench at the October 22, 2024 hearing, and/or the order entered October 30, 2024 [Dk. 495], the Court is inclined to adjudicate Debtor in contempt and impose coercive sanctions in the amount of \$5,000 for each future instance of interference committed by Debtor.

Pursuant to the Standing Order Requiring Personal Appearances entered October 23, 2024 [Dk. 477], Debtor is required to personally appear in Courtroom 5C. Trustee may appear personally or virtually, at Trustee's election.

Appearances are required. The hearing will take place in person and using Zoom for Government, a free service that provides audioconference and videoconference capabilities. Only the parties, including counsels, their clients, and pro se individuals, may virtually join the hearing. No testimony, however, will

**United States Bankruptcy Court
Central District of California
Santa Ana
Scott Clarkson, Presiding
Courtroom 5C Calendar**

Tuesday, November 5, 2024

Hearing Room

5C

11:00 AM

CONT...

Jamie Lynn Gallian

Chapter 7

be permitted unless specifically authorized by the Court either prior to, or during, the hearing. Parties virtually appearing should consult the NOTICE OF VIDEO AND TELEPHONIC APPEARANCE PROCEDURES FOR JUDGE SCOTT CLARKSON'S CASES for specific procedures and further information.

The audio portion of each hearing will be recorded electronically by the Court and constitute its official record. **By Order of the Judicial Conference of the United States, members of the general public may only view the hearings from the Courtroom, which will remain open, or access the hearing by audioconference only, as set forth below. This is a nation-wide mandate and is not subject to this Court's discretion. The Court will have monitors on and viewable within the Courtroom for viewing.**

Hearing participants may connect to the videoconference through an Internet browser by entering the Videoconference URL shown below, as well as the meeting ID and password, when prompted.

Videoconference URL: <https://cacb.zoomgov.com/j/1611410296>

Meeting ID: 161 141 0296

Password: 867825

If a participant is unable to send and receive audio through his/her computer, or join the videoconference through an Internet browser for any reason, the audio of the hearing may be accessed by telephone using the below audio conference information. PLEASE BE ADVISED THAT THE GENERAL PUBLIC AND ALL MEDIA MAY ONLY USE THE AUDIO CONFERENCE SYSTEM BELOW AND MAY NOT UTILIZE THE VIDEO CONFERENCE SYSTEM.

Audioconference Tel. No.: +1 (669) 254 5252 or +1 (646) 828 7666

Meeting ID: 161 141 0296

Password: 867825

**United States Bankruptcy Court
Central District of California
Santa Ana
Scott Clarkson, Presiding
Courtroom 5C Calendar**

Tuesday, November 5, 2024

Hearing Room

5C

11:00 AM

CONT... Jamie Lynn Gallian

Chapter 7

For further details, please consult the instructions on the Court's website
<https://www.cacb.uscourts.gov/judges/honorable-scott-c-clarkson>.

Please note that default matters may be called prior to the videoconference, so there may be a slight delay to the official start time of the videoconference hearing.

As noted in the Court's Zoom Video Hearing Guide, located at <https://www.cacb.uscourts.gov/node/7890>, all persons are strictly prohibited from making any recording of court proceedings, whether by video, audio, "screenshot," or otherwise. Violation of this prohibition may result in the imposition of monetary and non-monetary sanctions.

Tentative for 10/22/24 is to issue an order prohibiting Debtor from interfering with Trustee's administration of property of the Estate.

This Order to Show Cause ("OSC") against Debtor and her realtor, Mr. Arroyo, was issued as a result of statements made by Debtor at a hearing on August 27, 2024, pertaining to her, and Mr. Arroyo's, efforts to sell her property, which were interfering with Trustee's administration of property of the Estate. Debtor filed an e-signed Declaration in response [Dk. 452, and refiled at Dks. 453 and 455], and Trustee filed a Reply [Dk. 456], and a request to strike the declaration as being unsigned and not presented under penalty of perjury [Dk. 457].

For the reasons stated in Trustee's Reply [Dk. 456], the OSC is discharged as to Mr. Arroyo. As for Debtor, as suggested in Trustee's Reply, the Court is inclined to issue a permanent order prohibiting Debtor from interfering with Trustee's future administration of property of the Estate; the failure to adhere to such order will result in a contempt finding and sanctions. The Court will consider Debtor's Declaration as argument in response to the OSC.

Virtual appearances are required.

Party Information

Debtor(s):

Jamie Lynn Gallian

Pro Se

**United States Bankruptcy Court
Central District of California
Santa Ana
Scott Clarkson, Presiding
Courtroom 5C Calendar**

Tuesday, November 5, 2024

Hearing Room 5C

11:00 AM

CONT... Jamie Lynn Gallian

Chapter 7

Trustee(s):

Jeffrey I Golden (TR)

Represented By
Aaron E. De Leest
Eric P Israel
Shantal Malmed

**United States Bankruptcy Court
Central District of California
Santa Ana
Scott Clarkson, Presiding
Courtroom 5C Calendar**

Tuesday, November 5, 2024

Hearing Room

5C

11:00 AM

8:21-11710 Jamie Lynn Gallian

Chapter 7

#4.20

Hearing RE: Debtor's Motion To Avoid Lien Under 11 U.S.C. Section 522(f) (Real Property)
(Motion filed 8/27/2024)
(Set per Notice of Hearing filed 10/21/2024)

[RE: 16222 Monterey Lane, Space 376, Huntington Beach, CA 92649]

Docket 422

***** VACATED *** REASON: OFF CALENDAR PER ORDER RE:
MOTION TO AVOID LIEN UNDER 11 U.S.C. SECTION 522(f) [DK. 422]
AND VACATING HEARING.**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Jamie Lynn Gallian

Pro Se

Movant(s):

Jamie Lynn Gallian

Pro Se

Trustee(s):

Jeffrey I Golden (TR)

Represented By
Aaron E. De Leest
Eric P Israel
Shantal Malmed



Jamie Gallian <jamiegallian@gmail.com>

11/5/24 TR

3 messages

Jamie Gallian <jamiegallian@gmail.com>

Mon, Nov 4, 2024 at 10:55 AM

To: Eric Israel <epi@danninggill.com>, Jeff Golden <jgolden@go2.law>, Gregory Bingham <greg.bingham@camoves.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Mr. Golden,

In reviewing the courts TR, it would be a great hardship on me to pay \$5000 for a premature October 29, 2024, status report. submitted to the Court at 6:30pm.

The SR also refers to an October 15, 2024, hearing, however I don't believe there ever was a hearing on October 15, 2024. If I am mistaken please accept my apology. As a result of pretextual communication between the agent and I, as a result of an opinion I expressed to the agent during our scheduled first meeting. I expressed that a monopoly by Galaxy took over for FIVE STAR now by Richard Herr a sales agent at FIVE STAR.

I forwarded to the Trustee and his agent 24 months of comparable sales which appear inaccurate as about 25 sale closing by First Team and Galaxy are not reflected on the comparables.

This not only affects the listing price of my home but other consumers within Rancho Del Rey trying to get were to. sell their home at a fair market price.

I have known Mr. Herr originally with FIVE STAR, now doing business with Galaxy, personally for over 6 years.

Mr. Herr sold the 2014 Skyline Custom Manufactured Home to Lisa Ryan and when I purchased the Ryan home in 2018, I contacted Mr. Herr because Houser Bros wanted me to remove the home. Mr. Herr contacted Houser and asked them why are you telling Ms. Gallian to take the home out??

Mr. Herr stated to me and Houser that if I tried to take the home out, as Houser requests, it would be un- inhabitable , as the homes FIVE STAR puts in Rancho Del Rey are nit built to be moved and are designed only to last a certain number of years..

You can confirm this information provided with Houser Bros attorney Mr. Hays as he and I have discussed this on multiple occasions and has copies of the emails.

I have provided a lot of valuable information to the agent including pictures of my home the agent used for the MLS listing site.

What disturbs me is that I received no requests to view the home this past weekend, and the only request the agent sent to me is from David Guarino of Galaxy and also First Team. Having no requests to view the home and the only view I request I did receive received from Trustees agent , Mr. Bingham which is highly suspicious since I received many calls and showed the house everyday.

Considering the above, would the Trustee kindly write a declaration to the Court requesting the fine withdrawn as I believe there has been cooperation under the circumstances surrounding what appears to be a fire sale.

I declare under penalty of perjury by the laws of these United States the foregoing to be true and correct.

Sincerely,

Jamie Gallian

Sent from my iPhone

Eric Israel <EPI@danninggill.com>

Mon, Nov 4, 2024 at 12:14 PM

To: Jamie Gallian <jamiegallian@gmail.com>

Cc: Jeff Golden <jgolden@go2.law>, Gregory Bingham <greg.bingham@camoves.com>

Ms Gallian: The way I read the tentative is that you will be fined in the future \$5,000 per violation, but the Judge is not assessing that for the prior violations - only for any future violations. The Trustee does not agree that you have been cooperating.

The Court already approved employment of the broker, including the listing agreement with the listing price of \$330,000. If the Property is truly worth more, the sale is subject to overbids.

The next hearing is tomorrow, so we will not be filing additional papers. We also are generally unable to file papers for you.

Sent from my iPhone

Eric P. Israel

Danning, Gill, Israel & Krasnoff, LLP

1901 Avenue of the Stars, Suite 450

Los Angeles CA 90067-6006

310-801-4232 | cell

(310) 277-0077 | phone

(310) 277-5735 fax

eisrael@DanningGill.com | www.DanningGill.com

A picture containing clipart Description automatically generated

On Nov 4, 2024, at 10:56 AM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Mr. Golden,

In reviewing the courts TR, it would be a great hardship on me to pay \$5000 for a premature October 29, 2024, status report. submitted to the Court at 6:30pm.

The SR also refers to an October 15, 2024, hearing, however I don't believe there ever was a hearing on October 15, 2024. If I am mistaken please accept my apology. As a result of pretextual communication between the agent and I, as a result of an opinion I expressed to the agent during our scheduled first meeting. I expressed that a monopoly by Galaxy took over for FIVE STAR now by Richard Herr a sales agent at FIVE STAR.

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Mr. Herr sold the 2014 Skyline Custom Manufactured Home to Lisa Ryan and when I purchased the Ryan home in 2018, I contacted Mr. Herr because Houser Bros wanted me to remove the home. Mr. Herr contacted Houser and asked them why are you telling Ms. Gallian to take the home out??

Mr. Herr stated to me and Houser that if I tried to take the home out, as Houser requests, it would be uninhabitable, as the homes FIVE STAR puts in Rancho Del Rey are nit built to be moved and are designed only to last a certain number of years..

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Considering the above, would the Trustee kindly write a declaration to the Court requesting the fine withdrawn as I believe there has been cooperation under the circumstances surrounding what appears to be a fire sale.

I declare under penalty of perjury by the laws of these United States the foregoing to be true and correct.

Sincerely,

Jamie Gallian
Sent from my iPhone

Jamie Gallian <jamiegallian@gmail.com>

Mon, Nov 4, 2024 at 12:35 PM

To: Eric Israel <EPI@danninggill.com>, Jeff Golden <jgolden@go2.law>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Mr. Israel,

1. Kindly identify. what specific incidents with the date the Trustee believes I have not cooperated?
2. The home is listed at \$320,000 not at \$330,000 as your email states.
3. Kindly address why there were no appointments set this weekend.
4. Kindly correct your error by correcting your submitted SR on 10/29/24, no hearing was held on October 15, 2024?

You appear to be reasonable.

Jamie Gallian
Sent from my iPhone

On Nov 4, 2024, at 12:14 PM, Eric Israel <EPI@danninggill.com> wrote:

Ms Gallian: The way I read the tentative is that you will be fined in the future \$5,000 per violation, but the Judge is not assessing that for the prior violations - only for any future violations. The Trustee does not agree that you have been cooperating.

The Court already approved employment of the broker, including the listing agreement with the listing price of \$330,000. If the Property is truly worth more, the sale is subject to overbids.

The next hearing is tomorrow, so we will not be filing additional papers. We also are generally unable to file papers for you.

Sent from my iPhone

Eric P. Israel
Danning, Gill, Israel & Krasnoff, LLP
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Los Angeles CA 90067-6006
310-801-4232 | cell

(310) 277-0077 | phone
(310) 277-5735 fax
eisrael@DanningGill.com | www.DanningGill.com

A picture containing clipart Description automatically generated

On Nov 4, 2024, at 10:56 AM, Jamie Gallian <jamiiegallian@gmail.com> wrote:

Mr. Golden,
In reviewing the courts TR, it would be a great hardship on me to pay \$5000 for a premature October 29, 2024, status report. submitted to the Court at 6:30pm.

The SR also refers to an October 15, 2024, hearing, however I don't believe there ever was a hearing on October 15, 2024. If I am mistaken please accept my apology. As a result of pretextual communication between the agent and I, as a result of an opinion I expressed to the agent during our scheduled first meeting. I expressed that a monopoly by Galaxy took over for FIVE STAR now by Richard Herr a sales agent at FIVE STAR. I forwarded to the Trustee and his agent 24 months of comparable sales which appear inaccurate as about 25 sale closing by First Team and Galaxy are not reflected on the comparables.

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Considering the above, would the Trustee kindly write a declaration to the Court requesting the fine withdrawn as I believe there has been cooperation under the circumstances surrounding what appears to be a fire sale.

I declare under penalty of perjury by the laws of these United States the foregoing to be true and correct.

Sincerely,

Jamie Gallian
Sent from my iPhone



Jamie Gallian <jamiegallian@gmail.com>

F-GALLIAN - Trustee's Status Report on Debtor's Compliance with OSC 10.29.24

6 messages

Gloria Ramos <GRamos@danninggill.com> Tue, Oct 29, 2024 at 6:35 PM
To: "jamiegallian@gmail.com" <jamiegallian@gmail.com>
Cc: Eric Israel <EPI@danninggill.com>

Dear Ms. Gallian, Attached is a copy of the Chapter 7 Trustee's Status Report on Debtor's Compliance with Order to Show Cause; Declaration of Eric P. Israel.

Gloria Ramos
Danning, Gill, Israel & Krasnoff, LLP
1901 Avenue of the Stars, Suite 450
Los Angeles CA 90067-6006
(310) 277-0077 | (310) 277-5735 fax
gramos@DanningGill.com | www.DanningGill.com



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 **F-GALLIAN - Trustee's Status Report on Debtor's Compliance with OSC 10.29.24.pdf**
1187K

Jamie Gallian <jamiegallian@gmail.com> Wed, Oct 30, 2024 at 7:55 AM
To: Jeff Golden <jgolden@go2.law>, Gregory Bingham <greg.bingham@camoves.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>

Mr. Golden,

I would like to schedule an appointment with you today to avoid any misunderstandings going forward.

Do you have a preferred time this afternoon. I will travel to your office to meet with you.

Would you inquire with the agent Greg Bingham if he can also attend the meeting.

Kindly, let me know what time is good for you.

Sincerely

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Gloria Ramos <GRamos@danninggill.com>
Date: October 29, 2024 at 6:35:39 PM PDT
To: jamiegallian@gmail.com
Cc: Eric Israel <EPI@danninggill.com>
Subject: F-GALLIAN - Trustee's Status Report on Debtor's Compliance with OSC 10.29.24

[Quoted text hidden]

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2 attachments



ERIC P. ISRAEL (State Bar No. 132426)
eisrael@DanningGill.com
DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067-6006
Telephone: (310) 277-0077
Facsimile: (310) 277-5735

Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
JAMIE LYNN GALLIAN,

Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

**CHAPTER 7 TRUSTEE'S STATUS
REPORT ON DEBTOR'S COMPLIANCE
WITH ORDER TO SHOW CAUSE;
DECLARATION OF ERIC P. ISRAEL**

Date: November 5, 2024
Time: 11:00 a.m.
Place: Courtroom "5C"
411 W. 4th Street
Santa Ana, California 92701

Jeffrey I. Golden, the Chapter 7 trustee (the "Trustee") for the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), hereby submits the within status report on the Court's Order to Show Cause (*docket no. 440*) (the "OSC"):

1. At a hearing on October 22, 2024, at 11:00 a.m., the Court ruled that an injunction would issue requiring the debtor here, Jamie Lynn Gallian (the "Debtor"), to stop interfering with the Trustee's administration of estate property, including any efforts to interfere with the Trustee's efforts list, market and sell the manufactured home located at 16222 Monterey Lane, Space #376, Huntington Beach, California 92649 (the "Property").

2. My counsel uploaded a Notice of Entry of the proposed form of order on October 22, 2024 (*document no. 476*) (the "Enforcement Order"). The Enforcement Order has not yet been

1 entered. Also on October 22, 2024, however, the Debtor appealed that order and elected to proceed
2 before the District Court. *Docket no. 475.*

3 3. On October 23, 2024, my broker visited the Property and took pictures. The Debtor
4 did allow the broker in and did not interfere with his efforts to take pictures.

5 4. My broker advises that the Property is now listed in the MLS.

6 5. On October 29, 2024, however, my broker advised that he had scheduled an
7 inspection for that day, and had given the requisite 24 hour notice. However, the Debtor refused to
8 provide access, allegedly because she suspected that the interested party was employed by Houser
9 Bros. Co. dba Rancho Del Rey Mobile Home Estates. Houser disputes that contention.

10 6. In any event, the email thread is attached to the Declaration of Eric P. Israel attached
11 hereto.

12 7. The Trustee asks that the Court hold the Debtor in contempt for disobeying the
13 Order.

14 8. The Trustee also requests that the Court schedule a confined status conference
15 hereon in 3 to 4 weeks.

16
17 DATED: October 29, 2024

DANNING, GILL, ISRAEL & KRASNOFF, LLP

18
19 By: 

20 ERIC P. ISRAEL

21 Attorneys for Jeffrey I. Golden, Chapter 7 Trustee
22
23
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DECLARATION OF ERIC P. ISRAEL

I, Eric P. Israel, declare as follows:

1. I am an attorney, duly licensed and entitled to practice in the State of California and before the bar of this Court.

2. The facts stated herein are known to be true of my personal knowledge, except for those stated on information and belief, and I believe those to be true.

3. On October 29, 2024, Greg Bingham, the Trustee's duly-employed real estate broker, sent me an email advising that he had scheduled an inspection for that day, and had given the Debtor the requisite 24 hour notice. However, the Debtor refused to provide access, allegedly because she suspected that the interested party was employed by Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates. Houser disputes that contention. I replied and warned the Debtor that she was violating both her agreement stated on the record and the Court's order.

4. A true and correct copy of the email thread thereon I received and replied to is attached hereto, marked as Exhibit "1" and incorporated herein by this reference.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 29, 2024, at Los Angeles, California.



ERIC P. ISRAEL

EXHIBIT 1

Eric Israel

From: Eric Israel
Sent: Tuesday, October 29, 2024 10:56 AM
To: jamiegallian@gmail.com
Cc: jgolden@go2.law; 'Bingham, Gregory'; William (Bill) Friedman (billfried@earthlink.net); Eric Israel
Subject: Gallian (FW: Potential Viewing ????)
Importance: High

Jamie: You have no right to screen who inspects or bids on the Property. You agreed on the record to provide access on 24 hours' notice, which the Trustee's broker has done here. and the Court has ordered you to fully cooperate, including complying with that agreement, and not to interfere. This is not cooperating, and is indeed interfering, and you are violating the Court's order. I strongly suggest that you change course immediately, or I will be forced to bring this to the Judge's attention.

From: Jamie Gallian <jamiegallian@gmail.com>
Sent: Tuesday, October 29, 2024 10:39 AM
To: David Guarino <dguarino7@gmail.com>; Jeff Golden <jgolden@go2.law>; Bingham, Gregory <greg.bingham@camoves.com>
Cc: Jeff Golden <jgolden@go2.law>
Subject: Re: Potential Viewing ????

If you are willing to disclose all of the sales within the past 24 months to the Trustee , Jeff Golden, sold within Rancho Del Rey under both names , First Team and Galaxy, and an explanation as to why your sales are not listed and disclosed.

Jamie Gallian
Sent from my iPhone

On Oct 29, 2024, at 10:30 AM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Nice try David,

The answer is still NO.

You and your wife are as crocked as the come

Jamie Gallian
Sent from my iPhone

On Oct 29, 2024, at 10:14 AM, David Guarino <dguarino7@gmail.com>
wrote:

I do not work for the Houser family in any way shape or form, I am licensed with both First Team Real Estate through the Department of Real Estate and Galaxy Homes through Housing Community Development. I have NO affiliation whatsoever with with Rancho Del Rey

David Guarino
First Team Real Estate
DRE# 01708899
Direct (714) 402-3283
Email: dguarino7@gmail.com

On Tue, Oct 29, 2024 at 10:09 AM Jamie Gallian <jamiégallian@gmail.com>
wrote:

Jeff,

There is a conflict with this agent and I have to decline entrance to my home.

This agent is will not be allowed into the personal property home LBM 1081.

This agent works for Houser Bros.

Please respect my wishes.

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Jamie Gallian <jamiégallian@gmail.com>
Date: October 29, 2024 at 10:04:53 AM PDT
To: "Bingham, Gregory" <greg.bingham@camoves.com>
Subject: Re: Potential Viewing ????

Absolutely not

Jamie Gallian
Sent from my iPhone

On Oct 29, 2024, at 9:49 AM, Bingham, Gregory
<greg.bingham@camoves.com> wrote:

One scheduled for tomorrow, Wednesday at
4pm.

David Guarino, First Team Real Estate is the
agent bringing the buyers.



GREG BINGHAM Sales Manager

The Tim Smith Real Estate Group | Coldwell Banker Realty

m: 562.335.0145

w: timsmithrealestategroup.com e: greg.bingham@camoves.com



<Outlook-njr1vbp3.png>

CalBRE# 01309137

From: Jamie Gallian <jamiiegallian@gmail.com>

Sent: Tuesday, October 29, 2024 9:18 AM

To: Bingham, Gregory <greg.bingham@camoves.com>

Subject: Potential Viewing ????

Greg,

Are there any appointments scheduled. I thought I
saw something in my email however I cannot find it.

Please indicate the date and time and confirm the
agent's first and last name and their customer's first
and last name and whether you are attending.

Sincerely,

Jamie Galian
Sent from my iPhone

Wire Fraud is Real. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.



Jamie Gallian <jamiegallian@gmail.com>

Rancho Del Rey Space 376

1 message

Jamie Gallian <jamiegallian@gmail.com>

Wed, Oct 30, 2024 at 4:14 PM

To: dguarino7@gmail.com, Richard Herr <rherr@5starhomes.com>, rherr@galaxyhomes.com, Jeff Golden <jgolden@go2.law>, Gregory Bingham <greg.bingham@camoves.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Mr. Guarino, Mr. Herr,

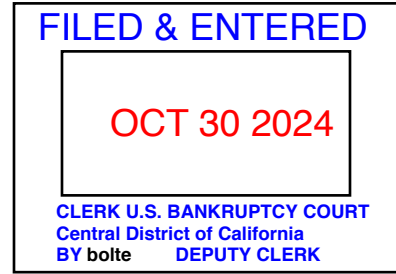
I was notified by the listing agent Greg Bingham of Space 376 home in Rancho Del Rey that your appointment was cancelled for today at 4:00pm.

I am available at the home for assistance if this was not the case.

Sincerely,

Jamie Gallian
Sent from my iPhone

ERIC P. ISRAEL (State Bar No. 132426)
eisrael@DanningGill.com
DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067-6006
Telephone: (310) 277-0077
Facsimile: (310) 277-5735
Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
JAMIE LYNN GALLIAN,

Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

**ORDER ON ORDER TO SHOW CAUSE
WHY DEBTOR JAMIE LYNN GALLIAN
AND JOSEPH ARROYO SHOULD NOT
BE FOUND IN CONTEMPT OF COURT**

Date: October 22, 2024
Time: 1:00 p.m.
Place: Courtroom "5C"
411 W. 4th Street
Santa Ana, California 92701

On September 12, 2024, the Court issued its Order to Show Cause Why Debtor Jamie Lynn Gallian and Joseph Arroyo Should Not be Found in Contempt of Court (*docket no. 440*) (the "OSC") for violating the Court's order issued on the record during the hearing held on August 27, 2024, prohibiting her from interfering with the Trustee's efforts to market and sell her residence commonly known as 16222 Monterey Lane, Space 376, Huntington Beach, California (the "Property"). Specifically, during the hearing held on August 27, 2024, at 1:30 p.m., Debtor agreed on the record, and the Court ordered, that she comply with her duty under the Bankruptcy Code to cooperate with the Trustee's efforts to list, market, and sell the Property, and that she grant access to the Property to the Trustee or his real estate broker as needed on 24 hours' oral notice via her cell phone.

1 The OSC provided, among other things, that Jamie Lynn Gallian (the “Debtor”) was to file
2 any response to the OSC by September 24, 2024, and the Trustee’s reply, if any, was due by
3 October 1, 2024, with the hearing thereon scheduled for October 15, 2024, at 11:00 a.m.

4 On September 24, 2024, Jamie Lynn Gallian (the “Debtor”) filed her e-signed Declaration
5 in response (*docket no. 452*, and refiled at *docket nos. 453 and 455*) (collectively the
6 “Declaration”), and Jeffrey I. Golden as Chapter 7 trustee for the Debtor’s estate, filed his reply
7 (*docket no. 456*) and the Trustee’s request to strike the Declaration as being unsigned and not
8 presented under penalty of perjury (*docket no. 457*).

9 On October 3, 2024, the Court entered its Order Continuing Hearing and Requiring Service
10 (*docket no. 460*), continuing the hearing on the OSC to October 22, 2024, at 11:00 a.m. The
11 Trustee duly filed and served notice thereof on October 4, 2024 (*docket no. 463*).

12 The Court having read and considered the pleadings above, and all of the other pleadings in
13 the Debtor’s case, having heard the oral arguments of counsel and the Debtor on the record during
14 the hearing held on October 15, 2024, the Court finds that the Debtor has admitted to having listed
15 and marketed the Property, both through Joseph Arroyo and on her own on Zillow.com¹, in
16 violation of her duties under as a Debtor, including without limitation under 11 U.S.C. § 521(a)(3),
17 in violation of her agreement and the Court’s order on the record during the August 27, 2024,
18 hearing, and in violation of the automatic stay, including without limitation under 11 U.S.C.
19 § 362(a)(3).

20 During the hearing on October 22, 2024, the Debtor again agreed, and the Court again
21 ordered that she specifically afford access to the Property to the Trustee’s real estate broker on
22 October 23, 2024, at 4:30 p.m., and to continue to cooperate with the Trustee and his brokers by
23 permitting access on 24 hours’ oral notice as previously agreed and ordered.

24 Throughout the hearing, the Debtor continually interrupted the Court and counsel. Although
25 she was admonished to stop interrupting the proceedings, she failed and refused to comply with the
26

27 ¹ Debtor stated on the record that she had listed the Property on Zillow, was working with a broker (Mr. Arroyo) and
28 was getting “probably 50 calls a day.” Transcript of August 27, 2024 hearing at 2:05:18 p.m.

1 Court's instructions. Immediately prior to the conclusion of the hearing, the Court had to have the
2 Debtor's Zoom connection terminated to protect the integrity of the Court's orders and the decorum
3 of the proceedings.

4 For the reasons set forth above and on the record during the hearing, the Court enters its
5 order as follows: it is

6 ORDERED THAT:

7 1. Jamie Lynn Gallian is ordered to cease (a) exercising control over property of this
8 estate including all efforts to market, sell, or otherwise transfer or encumber the Property,
9 (b) interfering with the Trustee's administration of property of the estate or taking any action to
10 damage property of the estate, (c) violating the automatic stay set forth in 11 U.S.C. § 362(a) in any
11 manner, and (d) violating her duties under 11 U.S.C. § 521(a).

12 2. Jamie Lynn Gallian is ordered to appear at the Property on October 23, 2024, at 4:30
13 p.m., and to cooperate with the Trustee and his real estate broker in all respects including, without
14 limitation, by providing access to the Property in order to inspect, take pictures, and conduct any
15 other efforts needed for the Trustee and his real estate broker to list, market, and sell the Property.

16 3. Until otherwise ordered, Jamie Lynn Gallian is ordered to take all actions necessary
17 to provide the Trustee and/or his real estate broker access to the Property on 24 hours' oral notice
18 to her via her cell phone without regard to whether she will be physically present at the Property.

19 4. If Jamie Lynn Gallian fails to comply with this order, she will be in civil contempt
20 of this order and may be subjected to further orders of the Court to coerce her to purge her
21 contempt and to comply with the Court's orders including, but not limited to, being fined,
22 incarcerated through an order of body detention, and/or removed from the Property by the U.S.
23 Marshal Service or other authorized agent.

24 5. The OSC is vacated as to Joseph Arroyo.


25 6. The hearing on the OSC is continued to November 5, 2024, at 11:00 a.m., in
26 Courtroom 5C located at 411 W. Fourth Street, Santa Ana, California 92701-4593. The purpose of
27 the hearing will be to determine if the Debtor is in compliance or violation of any of the Court's
28 orders. Although the Debtor was at the October 22, 2024, hearing and is aware of the continued

1 hearing date, the Trustee shall give notice of the continued hearing and entry of this order via
2 United States mail.

3 7. The Trustee shall file a status report before the hearing, reporting on whether the
4 Debtor has complied with this order and cooperated with the Trustee.

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24 Date: October 30, 2024


Scott C. Clarkson
United States Bankruptcy Judge

FILED & ENTERED

OCT 03 2024

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY bolte DEPUTY CLERK

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION**

In re:

Jamie Lynn Gallian,

Debtor(s).

Case No.: 8:21-bk-11710-SC

CHAPTER 7

**ORDER CONTINUING HEARING AND
REQUIRING SERVICE**

New Date/Time:

Date: October 15, 2024

Time: 11:00 AM

Courtroom: 5C


The hearing on the Court's order requiring Jamie Lynn Gallian and Joseph Arroyo to appear and show cause as to why they should not be held in contempt and sanctioned for willfully violating the Bankruptcy Code entered September 12, 2024, and set for hearing on October 15, 2024, is hereby CONTINUED to October 22, 2024, at 11:00 a.m.

///

Trustee is to serve a copy of this order on Jamie Lynn Gallian and Joseph Arroyo
and file a proof of service within forty-eight hours of entry of this order.

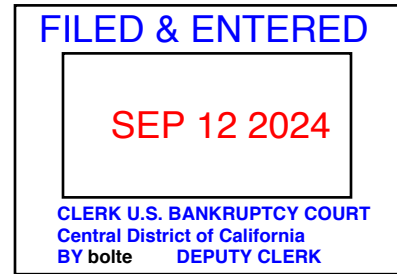
IT IS SO ORDERED.

Date: October 3, 2024


Scott C. Clarkson
United States Bankruptcy Judge

ERIC P. ISRAEL (State Bar No. 132426)
eisrael@DanningGill.com
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Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
JAMIE LYNN GALLIAN,

Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

**ORDER TO SHOW CAUSE WHY
DEBTOR JAMIE LYNN GALLIAN AND
JOSEPH ARROYO SHOULD NOT BE
FOUND IN CONTEMPT OF COURT**

Date: August 27, 2024
Time: 1:30 p.m.
Place: Courtroom "5C"
411 W. 4th Street
Santa Ana, California 92701

On August 27, 2024, at 1:30 p.m., the Court conducted hearings in this case, at which the parties were present as noted on the record. The Court, having reviewed and considered the Trustee's Reply Memorandum of Points and Authorities in Support of Application to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. Sections 327 and 328 (*docket no. 408*), filed by Jeffrey I. Golden the Chapter 7 trustee herein (the "Trustee"), and the Debtor's statements on the record at the hearings on August 27, 2024, at 1:30 p.m., including that she and Joseph Arroyo had listed the manufactured home commonly known as 16222 Monterey Lane, Space 376, Huntington Beach, CA 92649, finds good cause to order as follows:

1 1. Jamie Lynn Gallian (“Debtor”) and Joseph Arroyo must appear and show cause as
2 to why they should not be held in contempt of Court and sanctioned for willfully violating the
3 Bankruptcy Code by exercising control over property of the estate, interfering with the Trustee’s
4 administration of property of the estate and violating the automatic stay in Debtor’s case.

5 2. The hearing on this Order to Show Cause will take place on October 15, 2024, at
6 11:00 a.m. in Courtroom 5C located at 411 W. Fourth Street, Santa Ana, California 92701-4593.

7 3. Jamie Lynn Gallian and Joseph Arroyo must file with the Court and serve on the
8 Trustee their written responses to this Order to Show Cause, if any, by no later than September 24,
9 2024. Any response not timely filed may be deemed waived.


10 4. The Trustee must file with the Court and serve on Jamie Lynn Gallian and Joseph
11 Arroyo any reply to their response(s) by not later than October 1, 2024.

12 5. The Trustee is to serve a copy of this order upon Jamie Lynn Gallian and Joseph
13 Arroyo by no later than forty-eight hours after its entry and file an appropriate proof of service
14 within seventy-two hours.

15 **IT IS SO ORDERED.**

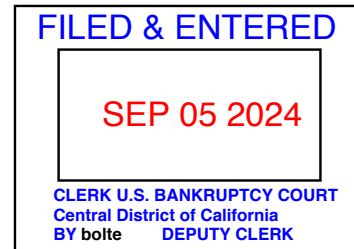
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24 Date: September 12, 2024

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Scott C. Clarkson
United States Bankruptcy Judge

Case 8:21-bk-11710-SC Doc 431 Filed 09/05/24 Entered 09/05/24 14:37:44 Desc
Main Document Page 1 of 2

1 ERIC P. ISRAEL (State Bar No. 132426)
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9 Attorneys for Jeffrey I. Golden,
10 Chapter 7 Trustee



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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

11 In re
12 JAMIE LYNN GALLIAN,
13
14 Debtor.

Case No. 8:21-bk-11710-SC
Chapter 7

**ORDER GRANTING TRUSTEE'S
APPLICATION TO EMPLOY REAL
ESTATE BROKER COLDWELL
BANKER REALTY AND AGENTS
WILLIAM FRIEDMAN AND GREG
BINGHAM PURSUANT TO 11 U.S.C.
§§ 327 AND 328 (DOCKET NO. 395)**

Date: August 27, 2024
Time: 1:30 p.m.
Place: Courtroom "5C"
411 W. 4th Street
Santa Ana, CA

21 On August 27, 2024, at 1:30 p.m., there came before the Court for hearing the *Trustee's*
22 *Application to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman*
23 *and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328 (docket no. 395)* (the "Application")
24 filed by Jeffrey I. Golden, the Chapter 7 trustee herein (the "Trustee"), the Honorable Scott C.
25 Clarkson, United States Bankruptcy Judge, presiding. Appearing for the Trustee was Eric P. Israel
26 of Danning, Gill, Israel & Krasnoff, LLP; the Trustee appeared; the Debtor appeared in pro per;
27 and Ed Hays of Marshack Hays LLP appeared for Houser Brothers Co. ("Houser"). No other
28 appearances were made.

Case 8:21-bk-11710-SC Doc 431 Filed 09/05/24 Entered 09/05/24 14:37:44 Desc
Main Document Page 2 of 2


1 The Court having read and considered the Application, the Debtor's opposition to the
2 Application (*docket nos. 401, 402 and 403*), the Trustee's reply thereto (*docket no. 408*), the Notice
3 of Joinder filed by Houser in the Application (*docket no. 409*), having heard the oral statements at
4 the hearing including by the Debtor, the Trustee's counsel, and the Trustee's real estate broker,
5 Greg Bingham (the "Trustee's Broker"), and for the reasons set forth by the Court on the record at
6 the hearing, it is hereby

7 ORDERED THAT:

- 8 1. The Application is granted in its entirety.
- 9 2. The Trustee is authorized to employ Coldwell Banker Realty ("Broker") and its
10 agents William Friedman and Greg Bingham as the bankruptcy estate's real estate agents herein
11 pursuant to the terms and conditions set forth in the Application.
- 12 3. The Trustee is authorized to enter into the exclusive listing agreement with the
13 Broker upon the terms and conditions set forth in the Application.
- 14 4. The Trustee is authorized to extend, modify (except no increase as to commission),
15 or terminate the agreement, in his sole discretion, without further notice or approval of the Court.
- 16 5. The Debtor shall afford the Trustee's Broker unimpeded access to the Property upon
17 24 hours' advance notice to her cell phone.

18 ###

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23
24 Date: September 5, 2024


Scott C. Clarkson
United States Bankruptcy Judge

In re:
Jamie Lynn Gallian
Debtor

Case No. 21-11710-SC
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0973-8
Date Rcvd: May 15, 2024

User: admin
Form ID: pdf042

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 17, 2024:

NONE

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
db	+ Email/PDF: jamiegallian@gmail.com	May 16 2024 00:12:00	Jamie Lynn Gallian, 16222 Monterey Ln Unit 376, Huntington Beach, CA 92649-2258

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 17, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 15, 2024 at the address(es) listed below:

Name	Email Address
Aaron E. DE Leest	on behalf of Plaintiff Jeffrey I. Golden adeleest@DanningGill.com danninggill@gmail.com;adeleest@ecf.inforuptcy.com
Aaron E. DE Leest	on behalf of Trustee Jeffrey I Golden (TR) adeleest@DanningGill.com danninggill@gmail.com;adeleest@ecf.inforuptcy.com
Bradford Barnhardt	on behalf of Plaintiff Houser Bros. Co. bbarnhardt@marshackhays.com bbarnhardt@ecf.courtdrive.com,alinares@ecf.courtdrive.com
Bradford Barnhardt	on behalf of Interested Party Courtesy NEF bbarnhardt@marshackhays.com bbarnhardt@ecf.courtdrive.com,alinares@ecf.courtdrive.com
Brandon J. Iskander	

District/off: 0973-8

User: admin

Page 2 of 2

Date Rcvd: May 15, 2024

Form ID: pdf042

Total Noticed: 1

on behalf of Plaintiff The Huntington Beach Gables Homeowners Association biskander@goeforlaw.com
 kmurphy@goeforlaw.com

Brandon J. Iskander

on behalf of Creditor The Huntington Beach Gables Homeowners Association biskander@goeforlaw.com
 kmurphy@goeforlaw.com

D Edward Hays

on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates ehays@marshackhays.com
 ehays@ecf.courtdrive.com;alinares@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays

on behalf of Interested Party Courtesy NEF ehays@marshackhays.com
 ehays@ecf.courtdrive.com;alinares@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays

on behalf of Plaintiff Houser Bros. Co. ehays@marshackhays.com
 ehays@ecf.courtdrive.com;alinares@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

Eric P Israel

on behalf of Trustee Jeffrey I Golden (TR) eisrael@danninggill.com danninggill@gmail.com;eisrael@ecf.inforuptcy.com

Jeffrey I Golden (TR)

lwerner@go2.law jig@trustesolutions.net;kadele@go2.law;C205@ecfcbis.com

Laila Masud

on behalf of Plaintiff Houser Bros. Co. lmasud@marshackhays.com
 lmasud@ecf.courtdrive.com;lbuchanan@marshackhays.com;alinares@ecf.courtdrive.com

Laila Masud

on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates lmasud@marshackhays.com
 lmasud@ecf.courtdrive.com;lbuchanan@marshackhays.com;alinares@ecf.courtdrive.com

Laila Masud

on behalf of Interested Party Courtesy NEF lmasud@marshackhays.com
 lmasud@ecf.courtdrive.com;lbuchanan@marshackhays.com;alinares@ecf.courtdrive.com

Mark A Mellor

on behalf of Interested Party Courtesy NEF mail@mellorlawfirm.com mellormr79158@notify.bestcase.com

Mark A Mellor

on behalf of Defendant Randall L Nickel mail@mellorlawfirm.com mellormr79158@notify.bestcase.com

Robert P Goe

on behalf of Creditor The Huntington Beach Gables Homeowners Association kmurphy@goeforlaw.com
 rgoe@goeforlaw.com;goeforecf@gmail.com

Robert P Goe

on behalf of Interested Party The Huntington Beach Gables Homeowners Association kmurphy@goeforlaw.com
 rgoe@goeforlaw.com;goeforecf@gmail.com

Robert P Goe

on behalf of Plaintiff The Huntington Beach Gables Homeowners Association kmurphy@goeforlaw.com
 rgoe@goeforlaw.com;goeforecf@gmail.com

Shantal Malmed

on behalf of Trustee Jeffrey I Golden (TR) smalmed@danninggill.com

Shantal Malmed

on behalf of Plaintiff Jeffrey I. Golden smalmed@danninggill.com

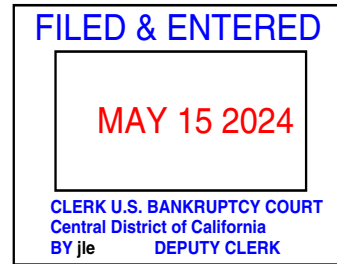
United States Trustee (SA)

ustpregion16.sa.ecf@usdoj.gov

Valerie Smith

on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

TOTAL: 23



**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION**

In re

JAMIE LYNN GALLIAN

Debtor,

8:23-CV-00001-DSF
Case No. 8:21-bk-11710-SC

Chapter: 7

**ORDER REGARDING “ORDER
REVERSING THE ORDER OF THE
BANKRUPTCY COURT AND
REMANDING FOR FURTHER
PROCEEDINGS” ENTERED BY THE
DISTRICT COURT ON NOVEMBER 1,
2023**

On December 29, 2022, Houser Bros. Co. dba Rancho Del Rey Mobile Estates (“Houser Bros.”) appealed this Court’s Order Granting Debtor’s Motion for Reconsideration of the Court’s August 5, 2022 Order Sustaining Objection to Debtor’s Homestead Exemption entered on December 19, 2022 (“Reconsideration Order”) in the above referenced bankruptcy case. Houser Bros. elected to have its appeal heard by the United States District Court (“District Court”). On November 1, 2023, the District Court entered its Order Reversing the Order of the Bankruptcy Court and Remanding for Further Proceedings (“Reversal Order”).

1 The Reversal Order directs this Court to issue findings concerning 1) the nature of
2 the Debtor Jamie Lynn Gallian's ("Debtor") interest in the 2014 Skyline Custom Villa
3 manufactured home located at 16222 Monterey Lane, Unit 376, Huntington Beach,
4 California (the "Property"), including whether Debtor ever acquired (and retained) an
5 equitable interest in the Property, and 2) whether title was transferred to her prior to the
6 date the bankruptcy petition was filed. The within findings constitute the Court's
7 response to the remand directive of the Reversal Order.¹

8 I. Background

9 This matter involves a dispute over Debtor's claimed homestead exemption in the
10 Property. On or about November 1, 2018, Debtor purchased the Property from
11 registered owner, Lisa Ryan ("Ryan") with proceeds Debtor received from the sale of her
12 previous home. Debtor's Motion for Reconsideration at 15. [Dkt. 157]. However, on this
13 same date, Debtor caused Ryan to transfer the Certificate of Title regarding the Property
14 to her single-member limited liability company, J-Sandcastle Co LLC ("Sandcastle"),
15 which Certificate of Title was recorded by Debtor at the Department of Housing and
16 Community Development on November 16, 2018. *Id.* at 26; Houser Bros.' Motion
17 Objecting to Debtor's Claimed Homestead Exemption, Exhs. 13 and 14 [Dkt 95].

18 A. Houser Bros.'s Motion Objecting to Debtor's Claimed Homestead Exemption

19 On May 12, 2022, Houser Bros. filed its "Motion Objecting to Debtor's Claimed
20 Homestead Exemption" (Homestead Motion"). [Dkt.95]. Various other parties joined in
21 the Homestead Motion. [Dkts. 98, 100]. The pleadings filed in support of the Homestead
22 Motion focused primarily on the argument that Debtor did not hold legal title to the
23

24 ¹ The underlying bankruptcy case was transferred to the Honorable Scott Clarkson on
25 September 1, 2022 due to the retirement of the undersigned, Judge Erithe Smith, on
26 October 29, 2022. However, as Judge Smith presided over the hearing on Debtor's
27 Motion for Reconsideration and issued the Reconsideration Order in her capacity as a
28 recalled bankruptcy judge (effective until October 31, 2024), she has authority and
jurisdiction to issue the within findings.

1 Property as of the date the bankruptcy petition was filed, i.e., July 9, 2021 (the “Petition
2 Date”) and, therefore, she was not entitled to claim a homestead exemption.

3 Debtor opposed the Homestead Motion, asserting that Sandcastle had transferred
4 its interest in the Property to her on or about February 25, 2021, prior to the Petition Date.
5 Debtor also argued that she was entitled to an automatic homestead exemption under
6 Cal. Civ. Proc. Code §§ 704.710(c) and 704.720(a) as she had continuously resided on
7 the Property since November 2018 through the Petition Date and had intended the same
8 to be her principal residence during such time.

9 The final hearing on the Homestead Motion was held on July 21, 2022. At that
10 hearing, oral argument focused on the issue of legal ownership as of the Petition Date.
11 On August 5, 2022, this Court entered its Order Granting Houser Bros. Co. dba Rancho
12 Del Rey Mobile Home Estate’s Motion Objecting to Debtor’s Claimed Exemption in 16222
13 Monterey Lane, Space 376, Huntington Beach, CA 92649” [Dkt. 177] (“Homestead
14 Order”) on the ground that Debtor did not hold legal title to the Property as of the Petition
15 and, therefore, was not entitled to a homestead exemption under Cal Civ. Pro. Code
16 §704.30. This Court ruled that

17 . . . Debtor failed to meet her burden that the Property is
18 subject to exemption. First, the HC records show that J-Sandcastle LLC,
19 not Debtor, was the owner of record, on the Petition Date. As of June 7, 2021 –
20 about a month before the Petition Date – the Property’s registered owner
21 was J-Sandcastle LLC, and the legal owners were Ron Pierpoint and J-Pad LLC.
22 Hays Decl., Ex. 17 at 142.
23 Homestead Order, Exh. 1 at 10.

24 The Court did not, however, rule on Debtor’s claim to an automatic homestead
25 exemption under Cal. Civ. Proc. Code §§ 704.710(c) and 704.720(a).

26 B. Debtor’s Motion for Reconsideration of the Homestead Order

27 On July 26, 2022, Debtor filed her “Motion for Reconsideration of 7.21.22 Order
28

[sic] Sustaining Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates Objection to Debtor's Claimed Homestead Objection, etc." ("Reconsideration Motion") [Dkt.157].² Debtor reiterated her claimed status as legal owner, as well as entitlement to an automatic homestead exemption. Opposition pleadings to the Reconsideration Motion were filed by Houser Bros. and other interested parties.

On December 19, 2022, this Court entered its Reconsideration Order on the ground that Debtor was entitled to an automatic homestead exemption. [Dkt 274]. Also on December 19, 2022, the Court entered its "Memorandum of Decision Regarding Debtor's Motion for Reconsideration of the Court's August 5, 2022 Order Sustaining Objection to Debtor's Homestead Exemption ("Memorandum of Decision"). [Dkt. 273].³

II. Findings in Response to the District Court's Reversal Order

A. Did Debtor Have an Equitable Interest in the Property as of the Petition Date?

Yes. This Court finds that, notwithstanding the fact that Sandcastle was the registered owner and Ron Pierpont and J-Pad LLC were the legal owners of the Property, Debtor held an equitable interest in the Property as of the date of the Petition that satisfied the requirements for an automatic homestead exemption under Cal. Civ. Proc. Code §§ 704.10(c) and 704.720(a).⁴

In *In re Gilman*, 887 F.3d 956-965 (9th Cir. 2018), the Ninth Circuit provides a clear analysis of California's automatic homestead laws, to wit:

California provides for an 'automatic' homestead exemption. Cal. Civ. Proc. Code § 704.720(a). The automatic homestead exemption protects a debtor 'who resides (or who is related to one who resides) in the homestead property at the time of a forced judicial sale of the dwelling.' *In re Anderson*, 824 F.2d 754,

² Debtor filed the Reconsideration Motion prior to the entry of the Homestead Order on August 5, 2022.

³ The Memorandum of Decision was intended to serve as the Court's findings of fact and conclusions of law in support of the Reconsideration Order and was incorporated by reference in the Reconsideration Order.

⁴ A "manufactured home together with the outbuildings and land upon which they are situated" is eligible for a homestead exemption. Cal. Code Civ. Proc. § 704.710(a)(2) (defining "dwelling").

1 757 (9th Cir. 1987); see also *Diaz*, 547 B.R. at 334 (“The filing of a
2 bankruptcy petition constitutes a forced sale for purposes of the
automatic homestead exemption.”).

3 Under Cal. Civ. Proc. Code § 704.710(c), a ‘homestead’ is ‘the
4 principal dwelling (1) in which the judgment debtor or the judgment
debtor’s spouse resided on the date the judgment creditor’s lien
5 attached to the dwelling, and (2) in which the judgment debtor or the
6 judgment debtor’s spouse resided continuously thereafter until the
date of the court determination that the dwelling is a homestead.’
7 This “requires only that the judgment debtor *reside* in the property as
his or her principal dwelling at the time the judgment creditor’s lien
8 attaches and continuously thereafter until the court determines the dwelling
is a homestead.” *In re Elliott*, 523 B.R. 188, 196 (BAP 9th Cir. 2014)
9 (quoting *Tarlessen*, 184 Cal. App. 4th at 937, 109 Cal.Rptr.3d 319). It does
not require that the debtor continuously own the property. *Id.*

10
11 To determine whether a debtor resides in a property for homestead
purposes, courts consider the debtor’s physical occupancy of the property
12 and the intent to reside there. *Diaz*, 547 B.R. at 335; *Ellsworth v. Marshall*,
196 Cal.App. 2d 471, 474, 16 Cal.Rptr. 588 (1961) (‘The physical fact of the
13 occupancy and the intention with which the premises are occupied ‘are both
elements to be considered in determining the actual residence.’)
14 (quoting *Lakas v. Archambault*, 38 Cal.App. 365, 372, 176 P. 180 (1918)).

15 **California law rejects [the] argument that title to the property is**
16 **necessary to claim a homestead exemption. For**
17 **instance, *Tarlessen* held that ‘judgment debtors who continuously**
18 **reside in their dwellings retain a sufficient equitable interest in the**
19 **property to claim a homestead exemption even when they have**
20 **conveyed title to another’ 184 Cal.App. 4th at 937, 109 Cal.Rptr.3d 319.**
The court further noted that “[s]uch a result is consistent with the purpose
of California’s homestead exemption to protect one’s dwelling against
creditors.” *Id.* Likewise, *Elliott* held that **conveyance to a third party does**
21 **not defeat a debtor’s right to an automatic exemption, ‘because**
22 **continuous residency, rather than continuous ownership,’ controls**
the analysis. 523 B.R. at 196.

23 (emphasis added)

24 According to the record, which is undisputed, Debtor used her own personal funds
25 to purchase the Property. More importantly, it is also undisputed that Debtor has
26 continuously resided on the Property since November 2018 through and beyond the
27 Petition Date. Finally, there was no persuasive evidence presented by those in
28

1 opposition to the Reconsideration Motion to refute Debtor's position that she intended to
2 reside on the Property as her principal residence during the same period. Accordingly,
3 this Court finds that by her continuous possession and use of the Property as her
4 principal residence since November 2018, Debtor held a sufficient equitable interest in
5 the Property to claim an automatic homestead exemption under Cal. Civ. Proc. Code
6 § 704.720(a). *Gilman*, 887 F.3d at 964; *Tarlessen*, 184 Cal. App. 4th at 937.

7 B. Was Title Transferred to Debtor Prior to the Petition Date?

8 No. The Reconsideration Motion was granted solely on the basis of Debtor's
9 *equitable* interest in the Property. The Reconsideration Order did not in any way alter,
10 change or modify the Court's finding in the Homestead Order regarding Debtor's lack of
11 *legal* title as of the Petition Date. None of the evidence presented by Debtor in the
12 Reconsideration Motion persuaded the Court to reverse its finding in that regard.
13 Specifically, Debtor presented no credible evidence that the certificate of title showing
14 Sandcastle as the registered owner of the Property was transferred to her prior to the
15 Petition Date. On the contrary, Houser Bros. presented documentation establishing that
16 a certificate of title showing Debtor as the new registered owner of the Property was not
17 issued until August 3, 2021, nearly a month after the Petition Date. See Homestead
18 Motion, Hays Decl., Exh. 22 at 195. Based on the record presented, the Court finds that
19 title to the Property was not transferred to Debtor prior to the Petition Date.

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III. Conclusion

The Court finds that Debtor held a sufficient equitable interest in the Property to claim an automatic homestead exemption under Cal. Civ. Proc. Code § 704.720(a).

###

Date: May 15, 2024

Eritha A. Smith

Erlthe Smith
United States Bankruptcy Judge

JEFFREY I. GOLDEN (State Bar No. 133040)
jgolden@go2.law

3070 Bristol Street, Suite 640
Costa Mesa, CA 92626
Telephone: (714) 966-1000
Facsimile: (714) 966-1002

Chapter 7 Trustee

ERIC P. ISRAEL (State Bar No. 132426)
eisrael@DanningGill.com

AARON E. DE LEEST (State Bar No. 216832)
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Attorneys for Jeffrey I. Golden, Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re

Case No. 8:21-bk-11710-SC

Chapter 7

JAMIE LYNN GALLIAN,

Debtor.

**TRUSTEE'S NOTICE OF APPLICATION
AND APPLICATION TO EMPLOY REAL
ESTATE BROKER COLDWELL
BANKER REALTY AND AGENTS
WILLIAM FRIEDMAN AND GREG
BINGHAM PURSUANT TO 11 U.S.C. §§
327 AND 328; MEMORANDUM OF
POINTS AND AUTHORITIES; AND
DECLARATIONS OF WILLIAM
FRIEDMAN AND GREG BINGHAM AND
REQUEST FOR JUDICIAL NOTICE IN
SUPPORT**

**[16222 Monterey Lane, Space #376,
Huntington Beach, CA 92649]**

DATE: July 30, 2024 (Via ZoomGov)
TIME: 11:00 a.m.
PLACE: Courtroom "5C"

1 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY**
2 **JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; DEBTOR; AND PARTIES**
3 **IN INTEREST:**

4 PLEASE TAKE NOTICE that on July 30, 2024, at 11:00 a.m., in Courtroom “5C” of the
5 United States Bankruptcy Court for the Central District of California, located at 411 West Fourth
6 Street, Santa Ana, California, Jeffrey I. Golden, the Chapter 7 trustee (the “Trustee”) for the estate
7 of Jaime Lynn Gallian (the “Debtor”), seeks an order authorizing him to employ real estate broker
8 Coldwell Banker Realty and agents William Friedman and Greg Bingham as his real estate broker,
9 at the expense of the estate (the “Application”).

10 The application is based upon this notice of application, the attached application, the
11 complete files and records of this case, the attached Statement of Disinterestedness, and upon such
12 other evidentiary matters as may be presented to the Court.

13 **PLEASE TAKE FURTHER NOTICE** that any party seeking to oppose the Application
14 must, not later than 14 days before the hearing date, file a written opposition with the Clerk of the
15 Court and serve copies of the opposition upon the Trustee and Debtor’s counsel and upon the
16 Office of the United States Trustee, 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701.
17 Failure to file and serve oppositions as set forth above may be deemed consent to the relief sought
18 in the motion. If you do not have any opposition to the motion and/or to approval of the
19 Application, you need not take any further action.

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1 **PLEASE TAKE FURTHER NOTICE THAT the hearing on the Application will be**
2 **conducted by the Court remotely using ZoomGov audio and video technology only.**
3 **Accessibility information will be provided by the Court in its tentative ruling prior to the**
4 **hearing and may be viewed online at online at:**

5 <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

6
7 DATED: July 1, 2024

DANNING, GILL, ISRAEL & KRASNOFF, LLP

8
9 By: /s/ Aaron E. de Leest

10 AARON E. DE LEEST

11 Attorneys for Jeffrey I. Golden, Chapter 7 Trustee
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1 **MEMORANDUM AND POINTS AND AUTHORITIES**

2 Jeffrey I. Golden, the Chapter 7 trustee (“Trustee”) for the bankruptcy estate of Jamie Lynn
3 Gallian (the “Debtor”), files this *Application of the Chapter 7 Trustee to Employ Real Estate*
4 *Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11*
5 *U.S.C. §§ 327 and 328* (“Application”). In support of the Application, the Trustee submits the
6 following memorandum of points and authorities and the attached declarations of William
7 Friedman (“Friedman Declaration”) and Greg Bingham (“Bingham Declaration”).

8
9 **I.**

10 **STATEMENTS OF FACTS**

11 **A. BANKRUPTCY BACKGROUND**

12 On July 9, 2021 (“Petition Date”), the Debtor filed a voluntary petition for relief under
13 Chapter 7 of the Bankruptcy Code, including her bankruptcy schedules.

14 Jeffrey I. Golden was thereafter appointed the Chapter 7 trustee for the Debtor’s estate and
15 continues to serve in that capacity for the benefit of creditors.

16 On the Petition Date, the registered title owner of the manufactured home located at 16222
17 Monterey Lane, Space #376, Huntington Beach, California 92649 (“Property”), was vested in J-
18 Sandcastle Co, LLC (“J-Sandcastle). The Debtor was not on title to the Property on the Petition
19 Date.

20 The Property was also subject to a consensual lien on the Property in favor of J-Pad, LLC
21 (“J-Pad”) in the amount of \$225,000, plus interest, and other voluntary liens and transfers in favor
22 of the Debtor’s family members, ex-husband, and former roommate as discussed below.

23
24 **B. THE HOMESTEAD EXEMPTION**

25 The Debtor claimed a homestead exemption in the Property in the amount of \$600,000.

26 On or about May 12, 2022, Houser Bros. Co., dba Rancho Del Rey Mobile Home Estates
27 (“Houser Bros.”), filed its Motion Objecting to Debtor’s Claimed Homestead Exemption (the
28 “Exemption Motion”) (*docket no. 95*). The hearing on the Exemption Motion was held on June 2,

2022 and continued to July 21, 2022. At the continued hearing, the Court granted the Exemption Motion and disallowed any claim of exemption by the Debtor in the Property.

On or about July 26, 2022, the Debtor filed the Motion for Reconsideration from the Court's July 21, 2022 ruling (the "Motion for Reconsideration") (*docket no. 157*). The order granting the Exemption Motion was thereafter entered on or about August 5, 2022 (*docket no. 177*). The hearing on the Motion for Reconsideration was held on September 22, 2022, and the Court took the matter under submission.

Thereafter, on or about December 19, 2022, the Court entered its order granting the Debtor's Motion for Reconsideration and determined that the Debtor was entitled to a homestead exemption in the Property in the amount of \$600,000 ("Order Granting the Motion for Reconsideration") (*docket no. 274*).

On or about December 29, 2022, Houser appealed from the Order Granting the Motion for Reconsideration to the District Court (*docket no. 280*).

On or about November 1, 2023, the District Court handling the appeal entered an order that reversed and remanded the Order Granting the Motion for Reconsideration on the grounds that the Court failed to issue findings regarding the Debtor's interest in the Property "including whether 'Gallian ever acquired (and retained) an equitable interest in the Property' (the 'Reconsideration Order') (*docket no. 387*).

On or about May 15, 2024, the Court entered its order regarding the Reconsideration Order (the "Remand Order") (*docket no. 393*). The Remand Order again found "that Debtor held a sufficient equitable interest in the Property to claim an automatic homestead exemption under Cal. Civ. Proc. Code § 704.720(a)."

Hauser did not pursue any further appeal from the Remand Order and it is now final.

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1 **C. PRIOR FILING OF APPLICATION TO EMPLOY REAL ESTATE**
2 **BROKER**

3 On or about July 28, 2022, after the Debtor's exemption was disallowed at the hearing on
4 July 21, 2022, the Trustee filed his Application to Employ Real Estate Broker Coldwell Banker
5 Realty and Agents William Friedman and Greg Bingham Pursuant To 11 U.S.C. 327 and 328 (the
6 "First Application") (*docket no. 162*) to assist the Trustee with marketing and selling the Property
7 for the benefit of the estate and its creditors.

8 On or about September 28, 2022, the Court entered an order denying the Trustee's First
9 Application, without prejudice, in light of the pending Motion for Reconsideration and need for the
10 Trustee to address the various transfers of title and liens on the Property that needed to be avoided
11 (*docket no. 241*). For the reasons set forth below, the Trustee now believes that he has addressed
12 the issues raised by the Court and that the employment of a real estate broker is ripe for
13 determination.

14
15 **D. TRUSTEE'S AVOIDANCE AND RECOVERY OF TRANSFERS OF TITLE**
16 **AND LIENS ON THE PROPERTY**

17 On or about June 30, 2023, the Trustee commenced an adversary proceeding, Adv. No.
18 8:23-ap-01064-SC, by filing a *Complaint: (1) to Avoid and Recover Fraudulent Transfers; (2) to*
19 *Avoid and Recover Postpetition Transfers; (3) for Declaratory Relief; (4) for Breach of Contract;*
20 *(5) for Money Had and Received; and (6) Unjust Enrichment* (the "Complaint") against Ronald J.
21 Pierpont, J-Pad LLC, J-Sandcastle Co., LLC, Steven D. Gallian, Brian J. Gallian, Justin Barclay,
22 Robert J. McLelland, and E. J. Gallian (collectively, the "Defendants").

23
24 **1. Stipulated Judgments**

25 Pursuant to stipulations with defendants Steven D. Gallian, Brian J. Gallian, Justin Barclay,
26 E. J. Gallian (the "Family Defendants") (*adv. docket nos. 43*), a stipulated judgment was entered
27 against the Family Defendants on or about October 3, 2023 (*adv. docket no. 47*). The judgment
28 against the Family Defendants avoided the liens on the Property in favor of the Family Defendants.

1 The judgment also preserved those liens for the benefit of the Debtor's estate pursuant to 11 U.S.C.
2 § 551.

3 Pursuant to a stipulation with defendant Robert J. McLelland (*adv. docket nos. 52*), a
4 stipulated judgment was entered against Mr. McLelland on or about March 29, 2024 (*adv. docket*
5 *no. 66*). The judgment against Mr. McLelland also avoided his lien on the Property in favor of the
6 Family Defendants. The judgment also preserved those liens for the benefit of the Debtor's estate
7 pursuant to 11 U.S.C. § 551.

8 9 **2. Default Judgments**

10 Pursuant to motions for default judgment filed by the Trustee with respect to defendants J-
11 Pad, J-Sandcastle, and Ronald J. Pierpont (collectively, the "Defaulting Defendants") (*adv. docket*
12 *nos. 58, 59, and 76*), default judgments were entered against the Defaulting Defendants on or about
13 May 10, 2024 (*adv. docket nos. 79, 81 and 83*).

14 The default judgment against J-Sandcastle avoided and preserved the Debtor's transfers of
15 title of the Property to J-Sandcastle and recovered legal title to the Property and the beneficial
16 interest in the Property for the Debtor's bankruptcy estate in the name of the Trustee.

17 The default judgment against defendant J-Pad avoided J-Pad's lien on the Property in the
18 amount of \$225,000 and other liens on the Property in favor of J-Pad. The judgment also preserved
19 those liens for the benefit of the Debtor's bankruptcy estate pursuant to 11 U.S.C. § 551.

20 The default judgment against defendant Ronald J. Pierpont determined that Mr. Pierpont
21 does not have any interest in the Property and any valid, perfected, and/or unavoidable liens on the
22 Property. It also avoided his liens on the Property and preserved those liens for the benefit of the
23 Debtor's estate pursuant to 11 U.S.C. § 551.

24 25 **3. Trustee's Ability to Sell Property**

26 As a result of the above, title to the Property has been restored to the estate and the Property
27 is property of the estate. In addition, the \$225,000 consensual lien of J-Pad on the Property, and
28 the other consensual liens and interests on the Property in favor of the Family Defendants, Mr.

1 Pierpont, and Mr. McLelland, have been avoided and preserved for the benefit of the Debtor's
2 estate in the Trustee's name.

3 Although the Debtor has claimed a homestead exemption in the Property, the allowed
4 amount of the Debtor's homestead is determined when the Property is sold, rather than being fixed
5 as of the date the Debtor filed bankruptcy. *Robertson v. Alsberg (In re Alsberg)*, 161 B.R. 680, 684
6 (B.A.P. 9th Cir. 1993), aff'd, 68 F.3d 312 (9th Cir. 1995). Furthermore, the Debtor's exemption in
7 the Property only comes from equity following consensual liens, which liens include the J-Pad lien.
8 *See* Cal. Code Civ. P. § 703.010. Exemptions may be claimed only against involuntary liens, such
9 as judgments, attachments, and execution liens, and then only if the procedures of section 522(f)
10 are followed. *Id.* Thus, the consensual liens on the Property come ahead of any allowed amount of
11 the Debtor's homestead exemption. *See In re Roach*, 2019 WL 408628, at *3-5 (B.A.P. 9th Cir.
12 Jan, 29, 2019); *see also In re Bunn-Rodemann*, 491 B.R. 132, 134-35 (Bankr. E.D. Cal. 2013).

13 The Trustee now believes, notwithstanding the Debtor's allowed homestead exemption, that
14 he is in a position to sell the Property for the benefit of the estate and creditors. The Trustee's
15 interest in the Property, in light of the avoided and preserved consensual J-Pad lien in the amount
16 of \$225,000, and any other consensual liens, is senior to the Debtor's homestead exemption and
17 any distribution from the sales proceeds must be paid to the Trustee first in connection with the
18 consensual liens, and prior to any amount that the Debtor may be entitled to in connection with her
19 homestead exemption. For example, the avoided and preserved consensual J-Pad lien of \$225,000,
20 plus interest, which amount with interest the Trustee calculates to be not less than \$293,791.44, as
21 of June 6, 2024, at the contract interest rate of 5.5% (daily interest continues to accrue at \$33.90 per
22 day) must be paid before the any other junior liens and the Debtor's homestead exemption.
23 Because most if not all of the sales proceeds will be exhausted by the consensual liens that the
24 Debtor recorded against the Property, including the J-Pad lien, it is anticipated that there will little
25 to no proceeds available to pay with respect to the Debtor's claim of exemption in the Property.

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II.

PROPOSED EMPLOYMENT OF REAL ESTATE BROKER AND AGENTS

The Trustee has solicited the assistance of Coldwell Banker Realty, a licensed California real estate broker (“Broker”), and William Friedman and Greg Bingham (together, “Agents”), agents of the Broker, in determining the value of the Property. Mr. Bingham has advised the Trustee that the fair market value of the Property is currently at or near \$320,000. *See* Bingham Declaration.

To facilitate the sale of the Property, the Trustee seeks to employ an experienced and reputable real estate broker and proposes to employ the Broker and the Agents pursuant to 11 U.S.C. §§ 327(a) and 328. The Broker has agreed to advertise the Property, to market and show the Property, to represent the Estate in connection with the sale of the Property, and to advise the Trustee with respect to obtaining the best offer for the sale of the Property.

The terms of employment agreed to by the Trustee, subject to approval of the Court, as set forth in the residential listing agreement, manufactured home listing addendum, and addendum to exclusive authorization and right to sale (together, “Listing Agreement”) attached as Exhibit 1, are as follows:

1. The Broker will have an exclusive listing on the Property, and the listing price will be \$320,000. The Listing Agreement, including the listing price, may be modified by the Trustee in his sole discretion (except as to commission). The listing and sale of the Property are subject to Bankruptcy Court approval, and any sale of the Property will be “as is,” without any representations, guarantees or warranties of any kind, whether expressed or implied, by the Trustee. Upon the presentation of an acceptable purchase offer for the Property, the Trustee will file a motion seeking court authority to sell the Property and pay the total broker’s commission of six percent (6%) from the sale proceeds through escrow. A commission shall be paid only if a sale of the Property actually closes by the Trustee. The Trustee’s motion will contain an overbid procedure.

2. The Agents are informed and understand that no sale may be consummated until after notice and a hearing. Further, the Agents are aware of the provisions of 11 U.S.C. § 328(a)

1 and understand and accept that, notwithstanding the terms and conditions of employment and
2 compensation provided in the Listing Agreement, the Court may allow compensation different
3 from the compensation provided under such terms and conditions after the conclusion of such
4 employment, if such terms and conditions prove to have been improvident in light of developments
5 not capable of being anticipated at the time of the fixing of such terms and conditions.

6 The Agents are well qualified to represent the Trustee and the Estate in connection with the
7 marketing and sale of the Property. Their profiles are attached collectively as Exhibit 2.

8 **III.**

9 **THE BROKER AND AGENTS CAN BE EMPLOYED PURSUANT TO 11 U.S.C. § 327(a)**

10 Pursuant to 11 U.S.C. § 327(a), a trustee may employ attorneys and other professional
11 persons who do not hold or represent an interest adverse to the estate, and who are disinterested
12 persons, to represent or assist the trustee in carrying out the trustee's duties.

13 The Trustee has previously employed the Broker and the Agents in cases that are unrelated
14 to the Debtor's case. David M. Goodrich, a partner in the Trustee's firm, has also employed the
15 Broker and William Friedman in other cases not involving the Debtor. In addition, Danning, Gill,
16 Israel & Krasnoff, LLP, the Trustee's general counsel, and attorney-trustees at that firm, have
17 worked with and retained the Broker and Agents in other cases not involving the Debtor.

18 Except as provided above, to the best of the Trustee's knowledge, and based upon the
19 attached Friedman and Bingham Declarations, the Broker and the Agents:

- 20 1. have no connection with the Debtor, the Debtor's principals, insiders,
21 creditors, the Trustee, or any other party in interest, or their respective attorneys and accountants, or
22 any person employed in the Office of the United States Trustee;
- 23 2. are not creditors, equity security holders or insiders of the Debtor;
- 24 3. are not and were not, within two years before the date of the filing of the petitions,
25 directors, officers, or employees of the Debtor;
- 26 4. do not represent an individual or entity with an interest adverse to the Estate;
- 27 5. are not related to the United States Trustee or to the Bankruptcy Judge assigned to
28 this case;

1 6. are disinterested within the meaning of 11 U.S.C. §§ 327(a) and 101(14);

2 7. do not have any fee sharing arrangement, understanding or compensation sharing

3 arrangement with any other entity, except for the customary division of the commission from the

4 sale of a property between the listing broker and the selling broker, as provided for in the Listing

5 Agreement; and

6 8. will not receive a retainer in this case.

IV.

CONCLUSION

10 The Trustee believes the employment of the Broker and the Agents on the terms and
11 conditions provided herein is in the best interest of the Trustee and the Debtor's estate.

12 WHEREFORE, the Trustee prays that the Application be approved and he be authorized to
13 employ the Broker and the Agents, as an expense of the Estate, to market and sell the Property
14 upon the terms and conditions set forth herein and in the Listing Agreement, and that he be
15 authorized to execute the Listing Agreement attached hereto and any and all other ancillary
16 documents necessary to list the Property for sale, and to modify and extend the listing (except not
17 to increase the commission) in his sole discretion without further Court order. The Trustee further
18 prays for all other and further relief.

20 | DATED: June 28, 2024

Jeffrey I. Golden, Chapter 7 Trustee

22 | SUBMITTED BY:

23 || **DATED:** July 1, 2024

DANNING, GILL, ISRAEL & KRASNOFF, LLP

By: /s/ Aaron E. de Leest

AARON E. DE LEESE
Attorneys for Jeffrey I. Golden,
Chapter 7 Trustee

DECLARATION OF WILLIAM FRIEDMAN

I, WILLIAM FRIEDMAN, declare as follows:

1. I am a real estate agent licensed in the State of California. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein. I make this declaration in support of Application of the Chapter 7 Trustee to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328; Memorandum of Points and Authorities; and Declarations of William Friedman and Greg Bingham in Support.

2. I am an agent of Coldwell Banker, located at 1608 Montana Avenue, Santa Monica, California 90403.

3. The Broker and I are qualified to represent the Trustee and the Estate in connection with the marketing and sale of the Property. A true and correct copy of the Listing Agreement is attached as Exhibit 1. A true and correct copy of my profile is attached as Exhibit 2.

4. On behalf of the Broker, I have agreed to accept employment on the terms and conditions set forth in the Application.

5. The Broker and I have been employed by the Trustee in other unrelated matters. The Broker and I also have been employed by David M. Goodrich, a partner in the Trustee's firm, in other cases not involving the Debtor. In addition, Danning, Gill, Israel & Krasnoff, LLP, the Trustee's general counsel, and attorney-trustees at that firm, have worked with the Broker and me in other cases not involving the Debtor.

6. To the best of my knowledge, except as provided above, the Broker and I:

a. have no connection with the Debtor, the Debtor's principals, insiders, creditors, the Trustee, any other party or parties in interest, their respective attorneys and accountants, or any person employed in the Office of the United States Trustee;

b. are not creditors, equity security holders or insiders of the Debtor;

c. are not and were not, within two (2) years before the date of the filing of the petition herein, directors, officers or employees of the Debtor;

1 d. do not represent an individual or entity which holds an interest adverse to the
2 Estate;

3 e. are not related to the United States Trustee or to the Bankruptcy Judge
4 assigned to this case;

5 f. are disinterested within the meaning of 11 U.S.C. §§ 327(a) 101(14);

6 g. have no fee sharing arrangement, understanding or compensation sharing
7 arrangement with any other entity, except for the customary division of the commission from the
8 sale of a property between the listing broker and the selling broker, as provided for in the Listing
9 Agreement; and

10 h. will not receive a retainer in this case.

11
12 I declare under penalty of perjury under the laws of the United States of America that the
13 foregoing is true and correct.

14 Executed on this 27 day of June, 2024, at Los Angeles, California.

15
16 
17 WILLIAM FRIEDMAN

DECLARATION OF GREG BINGHAM

I, GREG BINGHAM, declare as follows:

1. I am a real estate agent licensed in the State of California. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein. I make this declaration in support of Application of the Chapter 7 Trustee to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328; Memorandum of Points and Authorities; and Declarations of William Friedman and Greg Bingham in Support.

2. I have advised the Trustee that the current market value of the Property is at or near \$320,000.

3. The Broker and I are qualified to represent the Trustee and the Estate in connection with the marketing and sale of the Property. A true and correct copy of the Listing Agreement is attached as Exhibit 1. A true and correct copy of my profile is attached as Exhibit 2.

4. On behalf of the Broker, I have agreed to accept employment on the terms and conditions set forth in the Application.

5. The Broker and I are employed by the Trustee in other unrelated matters. In addition, Danning, Gill, Israel & Krasnoff, LLP, the Trustee's general counsel, and attorney-trustees at that firm, have worked with the Broker and me in other cases not involving the Debtor.

6. To the best of my knowledge, except as provided above, the Broker and I:

a. have no connection with the Debtor, the Debtor's principals, insiders, creditors, the Trustee, any other party or parties in interest, their respective attorneys and accountants, or any person employed in the Office of the United States Trustee;

b. are not creditors, equity security holders or insiders of the Debtor;

c. are not and were not, within two (2) years before the date of the filing of the petition herein, directors, officers or employees of the Debtor;

d. do not represent an individual or entity which holds an interest adverse to the Estate;

- 1 e. are not related to the United States Trustee or to the Bankruptcy Judge
2 assigned to this case;
- 3 f. are disinterested within the meaning of 11 U.S.C. §§ 327(a) 101(14);
- 4 g. have no fee sharing arrangement, understanding or compensation sharing
5 arrangement with any other entity, except for the customary division of the commission from the
6 sale of a property between the listing broker and the selling broker, as provided for in the Listing
7 Agreement; and
- 8 h. will not receive a retainer in this case.
- 9

10 I declare under penalty of perjury under the laws of the United States of America that the
11 foregoing is true and correct.

12 Executed on this 27 day of June, 2024, at Los Angeles, California.

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16 GREG BINGHAM
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REQUEST FOR JUDICIAL NOTICE

Jeffrey I. Golden, Chapter 7 Trustee (the “Trustee” or the “Plaintiff”) hereby respectfully requests that the Court take judicial notice of the following facts pursuant to Fed. R. Evid. 201(d):

BACKGROUND

1. On or about July 9, 2021 (the “Petition Date”), Jamie Lynn Gallian (the “Debtor”) commenced this case by filing a voluntary petition for relief under Chapter 7 of the Code.

2. On the Petition Date, the registered title owner of the manufactured home located at 16222 Monterey Lane, Space #376, Huntington Beach, California 92649 (“Property”), was vested in J-Sandcastle Co, LLC (“J-Sandcastle). The Debtor was not on title to the Property on the Petition Date.

3. On the Petition Date, the Property was subject to a consensual lien on the Property in favor of J-Pad, LLC (“J-Pad”) in the amount of \$225,000, plus interest, and other voluntary liens and transfers in favor of the Debtor’s family members, ex-husband, and former roommate.

THE HOMESTEAD EXEMPTION

4. The Debtor claimed a homestead exemption in the Property in the amount of \$600,000.

5. On or about May 12, 2022, Houser Bros. Co., dba Rancho Del Rey Mobile Home Estates (“Houser Bros.”), filed its Motion Objecting to Debtor’s Claimed Homestead Exemption (the “Exemption Motion”) (*docket no. 95*). The hearing on the Exemption Motion was held on June 2, 2022 and continued to July 21, 2022. At the continued hearing, the Court granted the Exemption Motion and disallowed any claim of exemption by the Debtor in the Property.

6. On or about July 26, 2022, the Debtor filed the Motion for Reconsideration from the Court’s July 21, 2022 ruling (the “Motion for Reconsideration”) (*docket no. 157*). The order granting the Exemption Motion was thereafter entered on or about August 5, 2022 (*docket no. 177*). The hearing on the Motion for Reconsideration was held on September 22, 2022, and the Court took the matter under submission.

7. Thereafter, on or about December 19, 2022, the Court entered its order granting the Debtor’s Motion for Reconsideration and determined that the Debtor was entitled to a homestead

1 exemption in the Property in the amount of \$600,000 (“Order Granting the Motion for
2 Reconsideration”) (*docket no. 274*).

3 8. On or about December 29, 2022, Houser appealed from the Order Granting the
4 Motion for Reconsideration to the District Court (*docket no. 280*).

5 9. On or about November 1, 2023, the District Court handling the appeal entered an
6 order that reversed and remanded the Order Granting the Motion for Reconsideration on the
7 grounds that the Court failed to issue findings regarding the Debtor’s interest in the Property
8 “including whether “Gallian ever acquired (and retained) an equitable interest in the Property” (the
9 “Reconsideration Order”) (*docket no. 387*).

10 10. On or about May 15, 2024, the Court entered its order regarding the Reconsideration
11 Order (the “Remand Order”) (*docket no. 393*). The Remand Order again found “that Debtor held a
12 sufficient equitable interest in the Property to claim an automatic homestead exemption under Cal.
13 Civ. Proc. Code § 704.720(a).”

14 11. Hauser did not pursue any further appeal from the Remand Order and it is now final.

15 **PRIOR FILING OF APPLICATION TO EMPLOY REAL ESTATE BROKER**

16 12. On or about July 28, 2022, after the Debtor’s exemption was disallowed at the
17 hearing on July 21, 2022, the Trustee filed his Application to Employ Real Estate Broker Coldwell
18 Banker Realty and Agents William Friedman and Greg Bingham Pursuant To 11 U.S.C. 327 and
19 328 (the “First Application”) (*docket no. 162*) to assist the Trustee with marketing and selling the
20 Property for the benefit of the estate and its creditors.

21 13. On or about September 28, 2022, the Court entered an order denying the Trustee’s
22 First Application, without prejudice, in light of the pending Motion for Reconsideration and need
23 for the Trustee to address the various transfers of title and liens on the Property that needed to be
24 avoided (*docket no. 241*).

25 **TRUSTEE’S AVOIDANCE AND RECOVERY OF TRANSFERS OF TITLE AND**
26 **LIENS ON THE PROPERTY**

27 14. On or about June 30, 2023, the Trustee commenced an adversary proceeding, Adv.
28 No. 8:23-ap-01064-SC, by filing a Complaint: (1) to Avoid and Recover Fraudulent Transfers; (2)

1 to Avoid and Recover Postpetition Transfers; (3) for Declaratory Relief; (4) for Breach of Contract;
2 (5) for Money Had and Received; and (6) Unjust Enrichment (the “Complaint”) against Ronald J.
3 Pierpont, J-Pad LLC, J-Sandcastle Co., LLC, Steven D. Gallian, Brian J. Gallian, Justin Barclay,
4 Robert J. McLelland, and E. J. Gallian (collectively, the “Defendants”).

5 15. Pursuant to stipulations with defendants Steven D. Gallian, Brian J. Gallian, Justin
6 Barclay, E. J. Gallian (the “Family Defendants”) (*adv. docket nos. 43*), a stipulated judgment was
7 entered against the Family Defendants on or about October 3, 2023 (*adv. docket no. 47*). The
8 judgment against the Family Defendants avoided and preserved liens on the Property in favor of
9 the Family Defendants for the benefit of the Debtor’s estate.

10 16. Pursuant to a stipulation with defendant Robert J. McLelland (*adv. docket nos. 52*),
11 a stipulated judgment was entered against Mr. McLelland on or about March 29, 2024 (*adv. docket*
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13 in favor of the Family Defendants for the benefit of the Debtor’s estate.

14 17. Pursuant to motions for default judgment filed by the Trustee with respect to
15 defendants J-Pad, J-Sandcastle, and Ronald J. Pierpont (collectively, the “Defaulting Defendants”)
16 (*adv. docket nos. 58, 59, and 76*), default judgments were entered against the Defaulting
17 Defendants on or about May 10, 2024 (*adv. docket nos. 79, 81 and 83*).

18 18. The default judgment against J-Sandcastle avoided and preserved the Debtor’s
19 transfers of title of the Property to J-Sandcastle and recovered legal title to the Property and the
20 beneficial interest in the Property for the Debtor’s bankruptcy estate in the name of the Trustee.

21 19. The default judgment against defendant J-Pad avoided and preserved J-Pad’s lien on
22 the Property in the amount of \$225,000 for the benefit of the Debtor’s bankruptcy estate and also
23 avoided and preserved other liens on the Property in favor J-Pad for the benefit of the Debtor’s
24 estate.

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1 20. The default judgment against defendant Ronald J. Pierpont determined that Mr.
2 Pierpont does not have any interest in the Property and any valid, perfected, and/or unavoidable
3 liens on the Property. It also avoided and preserved his liens on the Property for the benefit of the
4 Debtor's estate.

5
6 DATED: July 1, 2024

DANNING, GILL, ISRAEL & KRASNOFF, LLP

7
8 By: /s/ Aaron E. de Leest

9 AARON E. DE LEEST

10 Attorneys for Jeffrey I. Golden, Chapter 7 Trustee
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EXHIBIT "1"



RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 12/23)

Date Prepared: 05/22/2024

1. **EXCLUSIVE RIGHT TO SELL:** Jeffrey I. Golden, Chapter 7 Trustee ("Seller")
hereby employs and grants Coldwell Banker Residential ("Broker")
beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period")*
the exclusive and irrevocable right to sell or exchange the real property described as 16222 Monterey Ln. #376
situated in Huntington Beach (City),
(County), California, 92649 (Zip Code), Assessor's Parcel No. _____ ("Property").
- ☐ This Property is a manufactured (mobile) home. See Manufactured Home Listing Addendum (C.A.R. form MHLA) for additional terms.
- ☐ This Property is being sold as part of a probate, conservatorship, guardianship, or receivership. See for Probate Listing Addendum and Advisory (C.A.R. Form PLA) additional terms.
- *The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing agreement, or a memorandum or notice thereof, with the county recorder.
2. **LISTING PRICE AND TERMS:**
- A. The listing price shall be: Three Hundred Twenty Thousand Dollars (\$ 320,000.00).
- B. Listing Terms: Bankruptcy Sale subject to Court approval; Property sold "as is"; Addendum attached.
3. **COMPENSATION TO BROKER:**
- Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).
- A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either ☐ 6.000 percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or ☐ \$ _____, as follows:
- (1) ~~During the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)~~
- OR (2) ~~If within _____ calendar days (a) after the end of the Listing Period or any extension, or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to accept, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.~~
- OR (3) ~~If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unavailable by a voluntary act of Seller during the Listing Period, or any extension.~~
- B. ~~If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after deducting title and escrow expenses and the expenses of collection, if any.~~
- C. ~~In addition, Seller agrees to pay Broker: _____.~~
- D. ~~Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.~~
- (1) ~~Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in paragraph 3A, either ☐ _____ percent of the purchase price, or ☐ \$ _____.~~
- (2) ~~Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.~~
- E. ~~Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.~~
- F. (1) ~~Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____.~~
- (2) ~~Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: _____.~~
- (3) ~~If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Seller is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.~~

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RLA REVISED 12/23 (PAGE 1 OF 6)

Seller's Initials _____ / _____



RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 1 OF 6)

Coldwell Banker Residential, 840 Newport Center Dr., Suite 100
Greg Bingham

Newport Beach, CA 92660
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201

Phone: 5623360145

Fax: 5624152614

www.lwolf.com

16222 Monterey

Property Address: 16222 Monterey Ln. #376, Huntington Beach, CA 92649

Date: 05/22/2024

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED: _____

ADDITIONAL ITEMS INCLUDED: _____

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

- B. (1) **LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Seller:

☐ Solar power system ☐ Alarm system ☐ Propane tank ☐ Water Softener
☐ Other _____

(2) **LIENED ITEMS:** The following items have been financed and a lien has been placed on the Property to secure payment:

☐ Solar power system ☐ Windows or doors ☐ Heating/Ventilation/Air conditioning system
☐ Other _____

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

- C. **SMART HOME FEATURES:** The following smart home features/devices are:

(1) **INCLUDED IN THE SALE** (information regarding apps, logins, and instructions may be required in the sale): _____

(2) **EXCLUDED FROM THE SALE:** _____

5. **MULTIPLE LISTING SERVICE:**

- A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in paragraph 7, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

- B. **WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing. If applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

- C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to _____ Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. When required by paragraph 7 or by the MLS, Property will be listed with the MLS(s) specified above.

6. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS;**

- A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
- C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Seller's Initials _____ / _____

Broker's/Agent's Initials _____ / _____

7. **PUBLIC MARKETING OF PROPERTY:**

- A. **CLEAR COOPERATION POLICY:** MLS rules require ☐ Do NOT require – see paragraph 7F) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
- B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) **Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

RLA REVISED 12/23 (PAGE 2 OF 6)

Seller's Initials _____ / _____

RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 2 OF 6)

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16222 Monterey



Property Address: 16222 Monterey Ln. #376, Huntington Beach, CA 92649

- C. **"COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller does ☐ (does not) authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. **Seller Instructs Broker:** (MLS may require C.A.R. Form SELM or local equivalent form)
- (1) Seller instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or ☐ (date).
- OR (2) ☐ Seller instructs Broker NOT to market the Property to the public. Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. **Whether paragraph 7D(1) or 7D(2) is selected,** Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. ☐ **CLEAR COOPERATION POLICY DOES NOT APPLY:** Paragraphs 7A (other than the language in the parenthetical), 7B, 7D and 7E do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.
8. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- B. **FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
- (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- C. **SELLER ELECTION TO OPT-OUT:** ☐ Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
9. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by or on the Property affecting the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
10. **BROKER'S AND SELLER'S DUTIES:**
- A. **Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in 10E as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
- B. **Presentation of Offers:**
- (1) There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Seller will accept before the presentation date. Seller is advised to discuss and consider the best strategy for Seller.
- (2) (A) **Seller instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.
- OR (B) ☐ **Seller instructs Broker not to Present Offers until a Later Time:** Seller has elected to have Broker hold all offers and present them to Seller on (date) or ☐ Days after the property is listed as active on the MLS. Broker and Seller may amend this time by agreeing in writing. Broker will inform Seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller.
- C. **Buyer Supplemental Offer Letters (Buyer Letters):**
- (1) Paragraph 8 of the Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) attached to this Agreement informs Seller of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.
- (2) (A) **Seller instructs Broker not to present Buyer Letters,** whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.
- OR (B) ☐ **Seller instructs Broker to present Buyer Letters.** Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.
- D. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.



Property Address: 16222 Monterey Ln. #376, Huntington Beach, CA 92649

15. **KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox.
- A. Seller does (or if checked ☐ does not) authorize Broker to install a key safe/lockbox.
- B. **TENANT-OCCUPIED PROPERTY:** If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s) written permission for use of a key safe/lockbox (C.A.R. Form KLA).
16. **SIGN:** Seller does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
17. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
18. **ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney's fees and costs except as provided in **paragraph 22A**.
19. **ADDITIONAL TERMS:** ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
☐ Trust Advisory (C.A.R. Form TA)
☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction
Manufactured home on leased land, Manufactured Home Listing Addendum attached.
20. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** After its execution.
21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.
22. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 18**. (4) Exclusions from this mediation agreement are specified in **paragraph 22B**.
- B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. **ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
23. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
24. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows:
25. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



Property Address: 16222 Monterey Ln. #376, Huntington Beach, CA 92649

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

☐ **ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 25 for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: Jeffrey I. Golden, Chapter 7 Trustee

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Coldwell Banker Residential DRE Lic# 01309137

Address 840 Newport Center Dr., Suite 100 City Newport Beach State CA Zip 92660

By Greg Bingham Tel. (562) 335-0145 E-mail greg.bingham@camoves.com DRE Lic# 00616212 Date _____

By Bill Friedman Tel. 213 200-2500 E-mail billfried@earthlink.net DRE Lic# 00672015 Date 5-23-24

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 6 OF 6)

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16222 Monterey



CALIFORNIA
ASSOCIATION
OF REALTORS®

MANUFACTURED HOME LISTING ADDENDUM

(C.A.R. Form MHLA, Revised 6/22)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Listing Agreement, ☐ Other
dated May 22, 2024, on property known as 16222 Monterey Ln. #376, Huntington Beach, CA 92649
("Agreement"),

in which Jeffrey I. Golden, Chapter 7 Trustee is referred to as ("Seller"),
and Coldwell Banker Realty is referred to as ("Broker").

1. TYPE OF MANUFACTURED HOME: (Check the applicable box below: paragraphs A1, A2 or B.) (Check ONLY one box.)

A. PERSONAL PROPERTY MANUFACTURED HOME

(1) ☒ A Manufactured Home On Leased Or Rented Land (complete paragraph 2).

Space Number 376 Park Name Rancho Del Rey

Park Address 16222 Monterey Ln.

City Huntington Beach County Orange CA, Zip Code 92649

OR (2) ☐ A Manufactured Home To Be Sold With Real Property (complete paragraph 2).

Real Property Situated in _____

City _____ County _____ CA, Zip Code _____

Assessor's Parcel No. _____

PURCHASE PRICE ALLOCATED AS FOLLOWS:

Manufactured Home \$ _____

Real Property \$ _____

OR B. ☐ A REAL PROPERTY MANUFACTURED HOME situated in (also complete applicable parts of paragraph 2):

City _____ County _____ CA, Zip Code _____

Assessor's Parcel No. _____

A real property manufactured home is one that meets the following requirements: (i) a building permit is obtained from local authorities pursuant to Health and Safety Code § 18551; (ii) the manufactured home is affixed to a foundation pursuant to Health and Safety Code § 18551; (iii) a certificate of occupancy is issued by local authorities; and (iv) there is recordation with the local authorities of a form pursuant to Health and Safety Code § 18551.

2. ADDITIONAL DESCRIPTION:

Manufacturer's Name _____ Model _____

Date of manufacture _____ Date of first sale _____

Property is: ☐ On Local Property Tax Roll or ☐ Annual Registration and in Lieu of Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless (i) Property has been converted to real property and title and registration surrendered to HCD or (ii) otherwise specified in writing.

Approximate Width _____ Approximate Length _____ (without hitch) Expando Size _____

HCD/HUD License/Decal Number _____

Serial Numbers: 1. _____ 2. _____ 3. _____

HCD/HUD Label/Insignia: 1. _____ 2. _____ 3. _____

3. ITEMS INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

4. Paragraph 3D(2) of the Agreement is modified as follows: Provided the Property is or includes a personal property manufactured home, Broker is authorized to cooperate and compensate HCD licensed dealers per Broker's policy.

5. A. Seller agrees that on close of escrow Property shall be free of liens and encumbrances, recorded, filed, registered or known to Seller.

B. Seller agrees that evidence of title to the manufactured home, if personal property, shall be in the form of a duly endorsed, dated and delivered Certificate of Ownership; and Seller shall deliver the current Registration Certificate of Title as required by law.

C. Seller agrees, if applicable, to deliver as soon as possible to Broker, for submission to buyer, a copy of Seller's lease or rental agreement and all current park and/or Homeowners' Association rules and regulations, and to inform Broker of any changes to either during the Listing Period.

D. Seller represents that Property, if personal property, is either: (i) Located within an established mobilehome park as defined in California Health and Safety Code § 18214, and that advertising or offering it for sale is not contrary to any provision of any contract between Seller and mobilehome park ownership; OR (ii) that Property is located pursuant to a local zoning ordinance or permit on a lot where its presence has been authorized or its continued presence and such use would be authorized for a total an uninterrupted period of at least one year.

E. Seller has not assigned or sublet the Property.



The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Manufactured Home Listing Addendum.

Seller _____ Date _____
Jeffrey I. Golden, Chapter 7 Trustee

Seller _____ Date _____

Real Estate Broker (Listing Firm) Coldwell Banker Residential DRE Lic. # 01309137

By Greg Bingham Bur Friedman DRE Lic. # 00616212 Date 5/22/24

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MHLA REVISED 6/22 (PAGE 2 OF 2)

MANUFACTURED HOME LISTING ADDENDUM (MHLA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

16222 Monterey

ADDENDUM TO EXCLUSIVE AUTHORIZATION AND RIGHT TO SALE

Jeffrey I. Golden, solely in the capacity as the Chapter 7 Trustee ("Trustee") of the bankruptcy estate of Jamie Lynn Gallian, ("Debtor") in the Debtor's bankruptcy case in the United States Bankruptcy Court for the Central District of California, agrees to grant Coldwell Banker ("Broker") the exclusive right to negotiate a sale of the mobile home commonly described as 16222 Monterey Lane, Spc 376, Huntington Beach, California ("Property") upon the terms and conditions of the Exclusive Authorization and Right to Sell Property ("Exclusive Authorization"), as amended by the following terms and conditions:

1. Addendum. This Addendum applies to the Exclusive Authorization. Notwithstanding any contrary terms and conditions in the Exclusive Authorization, this Addendum shall apply.

2. No Liability. The Trustee is listing the Property for sale with the Broker in the capacity as Trustee and not in the Trustee's personal capacity, and no liability or obligations shall accrue to the Trustee personally as a result of such listing.

3. Termination. The Trustee may terminate the Exclusive Authorization at the Trustee's option and upon written notice to the Broker at any time, and no liability or obligations shall accrue to the estate or to the Trustee, either personally or in the capacity as Trustee, as a result of any such termination.

4. Abandonment. The Trustee reserves the right, in the Trustee's sole discretion, to determine not to sell the Property and to abandon the Property by serving a notice of the Trustee's intention to abandon the Property upon the Debtor, the Debtor's counsel, the United States Trustee, all creditors, and all parties in interest. In the event of any such abandonment, the Exclusive Authorization and this Addendum shall terminate and no liability or obligations shall accrue to the estate or to the Trustee, either personally or the capacity as Trustee, as a result of any such abandonment and termination.

5. Conditions of Sale. The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:

a. The Trustee is selling the Property in the capacity as the Trustee and not in the Trustee's personal capacity, and no liability or obligations shall accrue to the Trustee personally as a result of any sale.

b. If for any reason, or no reason whatsoever, the Trustee is unable to deliver possession or title to the Property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property.

c. The Trustee is selling the Property in an "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvement, and fire insurance policies to cover any improvements on the Property, nor any assurances regarding if the property is subdividable.

d. The sale of the Property is subject to Bankruptcy Court approval after notice to the Debtor, the Debtor's counsel, the United States Trustee, all creditors, and all parties in interest as required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules.

e. The sale is subject to overbids.

f. The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Trustee does not agree to acquire or transfer any insurance policies to the purchaser.

g. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow.

h. All escrow fees shall be shared and paid on a 50/50 basis by the Trustee and the purchaser.

i. The purchaser shall, at the purchaser's sole expense, install all smoke detectors, if any, as may be required by state or local law. The Trustee is not required to deliver

to the purchaser a written statement of compliance with any applicable state and local law.

j. The purchaser shall, at purchaser's sole expense, obtain any and all pest control inspection repairs that purchaser deems appropriate.

k. If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the purchaser shall comply with and pay for these requirements at purchaser's sole expense.

l. Any sale is subject to the following conditions being satisfied before the close of escrow:

(1) the Trustee must prevail with respect to any objections to the proposed sale; and

(2) the Trustee reserves the right to reject any and all offers which in his/her judgment are insufficient.

m. The Property is being sold subject to:

(1) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;

(2) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record.

6. Payment of Commission. The commission to be paid to the Broker shall only be paid from the proceeds of the sale of the Property. The payment of the commission is subject to prior approval of the Bankruptcy Court.

7. Reduction of Listing Price and Extension of Term of Listing Agreement. The Trustee may, in the Trustee's sole discretion and business judgment and without further Court order, modify the Exclusive Authorization by reducing the listing price and/or extending the term of the Exclusive Authorization.

8. Entire Agreement. This Addendum and the Exclusive Authorization, to the extent that such Exclusive Authorization is not contrary to the terms and conditions herein, constitute the entire contract between the parties. All prior agreements between the parties are incorporated into this agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Addendum and the Exclusive Authorization constitute the complete, final and exclusive statement of the terms of the agreement and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Addendum and the Exclusive Authorization.

9. Bankruptcy Court Jurisdiction. The Bankruptcy Court, sitting without a jury which is expressly waived, shall have exclusive jurisdiction to resolve any and all disputes relating to this Addendum and the Exclusive Authorization. This Addendum and the Exclusive Authorization and any disputes related thereto shall be governed by California law.

EXHIBIT "2"



RESIDENTIAL BROKERAGE

William Friedman

1608 MONTANA AVE
SANTA MONICA, CA 90403

William Friedman is a licensed real estate agent engaged in real estate sales transactions for over 40 years. Mr. Friedman is a top producer for Coldwell Banker. He was previously appointed Designated Area Real Estate Salesperson with Federal Home Loan Mortgage Corporation.

In addition to directly assisting individual homeowners and buyers, he has represented major lending institutions, receivers and bankruptcy trustees, including:

Bankruptcy Trustees:

Elissa D. Miller
David Seror
Bradley D. Sharp
Rosendo Gonzalez
Diane Weil
Richard M. Pachulski
Steve Schwaber
Byron Z. Moldo
James I. Stang
Dennis McGoldrich
David L. Ray
Alfred H. Siegel
James Leonard Brown
Lawrence Diamant
Samuel R. Biggs
Carolyn A. Dye
Nancy Knupfer
Edward M. Wolkowitz
F. Wayne Elggren
Richard K. Diamond
R. Todd Neilson
David A. Gill
Helen Ryan Frazer
Heide Kurtz
Howard Ehrenberg
Alberta Stahl
David K. Gottlieb
Brad D. Krasnoff
Michael Kogan
Amy L. Goldman
Jeffrey I. Golden
Ronald L. Durkin
Jeffrey Coyne
Linda Chu
Christopher Barclay
Sam Leslie
Jason Rund
Barry Schwartz
David L. Hahn
Jeremy Faith
Thomas P. Jeremiassen
Thomas Casey

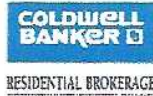
Lenders:

Countrywide Home Loans
Federal Home Loan Mortgage Corporation
Lincoln Service Corporation
Bank of America
Cal-Fed Enterprises
Union Federal Savings
California Federal Bank

Southern California Savings
Union Federal Bank
Residential Funding Corporation/GMAC
Coast Federal Bank

Receivers:

Stephen Donell
Samuel R. Biggs
David L. Ray



Greg Bingham
Coldwell Banker Residential Brokerage

Since 1996, Greg Bingham has worked as a real estate agent in the Los Angeles and Orange County areas. In 2003, upon selling his interest in his Sports Management Agency, he joined Coldwell Banker Residential Brokerage. In 2006, Greg took over management of the 84 agent, award winning office. In 2008, with the acquisition of his office, he joined his profitable practice with the expanding Coldwell Banker Previews International Orange County and Los Angeles companies with 54 offices in Southern California and returned to working directly with his clients. In 2015, he became manager and partner of The Smith Group at Coldwell Banker, currently the number one sales team in Southern California.

Awards and Recognition

President's Elite – Top ¼ of 1% of Agents in the United States (annually 2014 - 2022)
President's Circle – Top 1% of Agents in the United States (2011, 2012, 2013)

Annually since 2006, he has personally sold over \$50,000,000 in real estate on behalf of his clients. Clients include a private client group of athletes and entertainers, institutional clients Chase Bank, EMC, Saxon and a legal clientele of bankruptcy trustees and attorneys. He has worked on behalf of more than 20 Bankruptcy Court Trustees in the sale of real estate in Orange and Los Angeles Counties.

Training and Certification

Greg has completed the required course work and practical experience for Certified Distressed Property Specialist, Certified Negotiator and Short Sales and Foreclosure Resource.

Bingham has many years of experience in marketing and promotion. As the CEO of Special Olympics, he has devoted innumerable hours to youth sports and children and adults with disabilities. He has served on local, statewide, national and international boards for sports and education.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): Trustee's Notice Of Application And Application To Employ Real Estate Broker Coldwell Banker Realty And Agents William Friedman And Greg Bingham Pursuant To 11 U.S.C. §§ 327 And 328; Memorandum Of Points And Authorities; And Declarations Of William Friedman And Greg Bingham And Request For Judicial Notice In Support will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) July 1, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (*date*) July 1, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 1, 2024
Date

Patricia Morris
Printed Name

/s/ Patricia Morris
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

- **Bradford Barnhardt** bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- **Aaron E. DE Leest** adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com
- **Jeffrey I Golden (TR)** lwerner@go2.law, jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Brandon J. Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Eric P Israel** eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **Shantal Malmed** shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY U.S. MAIL

Debtor

Jamie Lynn Gallian
16222 Monterey Ln Unit 376
Huntington Beach, CA 92649

The Honorable Scott C. Clarkson
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street, Suite 5130
Santa Ana, CA 92701

Association of Flight Attendants
625 No. River Road Ste. 4020
Rosemont, IL. 60018

BS Investors
Robert P. Warmington
C/o Gorden May Grant, Genovese &
Baratta
2030 Hain St. Ste. 1600
Irvine, CA 92614

County of Orange
P.O. Box 4515
Santa Ana CA 92702-4515

David R. Flyer
4120 Birch St. Ste. 101,
Newport Beach, CA 92660

Feldsott & Lee
23161 Mill Creek Drive Ste 300
Laguna Hills, CA 92653

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

Frank Satalino
19 Velarde Ct.
Rancho Santa Margarita, CA
92688

Gordon Rees Scully & Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071

Gordon Rees Scully & Mansukhani
5 Park Plaza Ste. 1100
Irvine, CA 92614

Houser Bros. Co.
DBA Rancho Del Rey Estates
16222 Monterey Ln
Huntington Beach CA 92649

Houser Bros. Co. dba Rancho Del
Rey Mobile Home Estates
17610 Beach Blvd Ste. 32
Huntington Beach, CA 92647

Houser Brothers Co.
dba Rancho Del Rey Mobilehome Est.
17610 Beach Blvd. Ste. 32
Huntington Beach, CA 92647

Huntington Beach Gables HOA
c/o Feldsott & Lee
23161 Mill Creek Dr. Ste. 300 Laguna
Hills, CA 92653

Huntington Beach Gables Homeowners
Association
Epstein, Grinnel & Howell, APC
10200 Willow Creek Rd Ste 100
San Diego CA 92131

Huntington Harbor Village
16400 Saybrook
Huntington Beach, CA 92649

Huntington Mobile Home Inv. LLC.
430 S. San Dimas Ave.
San Dimas CA 91733

Huntington Mobile Home Investments
16400 Saybrook Lane
Huntington Beach, CA 92649

Huntington Mobile Home Investments
LLC
1100 Newport Beach Blvd. Ste 1150
Newport Beach, CA 92560

Hyundai Capital America
PO BOX 269011
Plano, TX 75026

Internal Revenue Service Insolvency
PO BOX 7346
Philadelphia, PA 19101-7346

J-pad, LLC
2702 N Gaff Street
Orange, CA 92865

J-pad, LLC
21742 Anza Avenue
Torrance, CA 90503

J-Sandcastle Co, LLC
16222 Monterey Ln Unit 376
Huntington Beach CA 92649

James H Cosello
Casello & Lincoln,
525 N Cabrillo Park Dr. Ste 104
Santa Ana, CA 92701

Janine Jasso
16025 Warmington Lane
Huntington Beach, CA 92649

Janine Jasso
P.O. Box 370161
El Paso, TX 79937

Janine Jasso
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071

Janine Jasso, Jennifer Paulin, Lori
Burrett et al.
c/o Goe Forsythe & Hodges LLP
17701 Cowan, Suite 210
Irvine, CA 92614

Jennifer Ann Paulin
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071

Jennifer Paulin
4446 Alderport Dr.
Huntington Beach, CA 92649

Kia Motors Finance
PO Box 20815
Fountain Valley, CA 92728

Lee Gragrano
16062 Warmington Ave.
Huntington Beach, CA 92649

Lee S. Gragnano
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071

Linda Jean "Lindy" Beck
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071

Lindy Beck
4443 Chase Dr.
Huntington Beach, CA 92649

Lisa T. Ryan
20949 Lassen St. Apt 208
Chatsworth, CA 91311

Lori Ann Burrett
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071

Lori Burrett
16107 Harmington Lane
Huntington Beach, CA 92649

Lori Burrett
16107 Sherlock Lane
Huntington Beach, CA 92649

Mark A.Mellor Mellor Law Firm
c/o Randall Nickell
6800 Indiana Ave.
Riverside, CA 92506-4267

Michael S. Devereux
Wex Law
9171 Wilshire Blvd. Ste. 500
Beverly Hills, CA 90210-5536

Nationwide Reconveyance, LLC
c/o Feldsott & Lee
23161 Mill Creek Drive Ste 300
Laguna Hills, CA 92653

Orange County Alternate Defender
600 Santa Ana Blvd, Ste 600
Santa Ana CA 92702

Orange County Public Defender
801 Civic Center Dr
West Santa Ana, CA 92702

Orange County Superior Court
c/o Feldsott & Lee
23161 Mill Creek Dr. Ste. 300
Laguna Hills, CA 92653

Patricia Ryan
20949 Lassen St. Apt 208
Chatsworth, CA 91311

People of the St of CA
8141 13th St
Westminster CA 92683-4576

Gennifer Paulin
4446 Alderport Dr.
Huntington Beach, CA 92649

Randall Nickel
11619 Inwood Drive,
Riverside, CA 92503

Randall Nickell
4476 Alderport Dr.
Huntington Beach. CA 92649

Randell Nickel
c/o Mark Mellor, Esq.
6800 Indiana Ave. Ste. 220
Riverside, CA 92506

Raquel Flyer-Dashner
4120 Birch St. Ste. 101,
Newport Beach, CA 92660

Robert P. Warmington Co.
c/o BS Investors LP
18201 Von Karmen Ste. 450
Irvine, CA 92612

Robert P. Warmington Co.
c/o BS Investors
18201 Von Karmen Ste. 450
Irvine, CA 92612

Rutan & Tucker
18575 Jamboree Rd 9th Fl
Irvine CA 92612

S4 A California Limited Partnership
1001 Cove St Ste 230
Newport Beach CA 92660

Sandra L. Bradley
18 Meadowwood
Coto De Caza, CA 92649

Sardra Bradley
18 Meadow Hood
Coto De Caza, CA 92679

Stanley Feldsott: Esq
Feldsott & Lee
23161 Mill Creek Drive
Laguna Hills, CA 92653

Steven A. Fink
13 Corporate Plaza Ste. 150
Newport Beach, CA 92660

Superior Court of CA
County of Orange
711 Civic Center Dr West
Santa Ana CA 92701

Superior Default Services Inc
c/o Feldsott & Lee
23161 Mill Creek Drive Ste 300
Laguna Hills, CA 92653

Suzanne Tague
Ross Wolcott, Teinert, Prout
3151 Airway Ave. S-1
Costa Mesa, CA 92626

Ted Phillips
17162 Sandra Lee
Huntington Beach, CA 92649

Ted Phillips
17912 Sandea Lee
Huntington Beach, CA 92649

The Huntington Beach Gables
Homeowners Association
c/o Epsten Grinnell & Howell APC
10200 Willow Creek Road, Ste 100
San Diego, CA 92131

The Huntington Beach Gables
Homeowners Association
c/o Goe Forsythe & Hodges LLP
18101 Von Karman Ave, Suite 1200
Irvine, CA 92612

Theodore Phillips
17612 Sandea Lee
Huntington Beach CA 92649

Theodore R "Ted" Phillips
c/o Gordon Rees Scully &
Mansukhani
633 W 5th Street, 52nd Floor
Los Angeles, CA 90071

United Airlines
233 S. Hacker Dr.
Chicago, IL 60606

United Airlines
P.O. Box 0675
Carol Stream, 60132-0675

US Bank
P O Box 5229
Cincinnati OH 45201-5229

US Bank NA
PO Box 64799
Saint Paul, MN 55164

Vivienne J Alston
Alston, Alston & Diebold
27201 Puerta Real Ste 300
Mission Viejo, CA 92691

Zanine Jasso
16025 Warmington Lane
Huntington Beach, CA 92649

Michael Chulak-tunknown)
Mchulak@MTcLaw.com
undeliverable

Jeffrey I. Golden,
Plaintiff
J-Sandcastle Co LLC,
Defendant

Adv. Proc. No. 23-01064-SC

CERTIFICATE OF NOTICE

District/off: 0973-8
Date Rcvd: Jul 09, 2024

User: admin
Form ID: pdf031

Page 1 of 2
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 11, 2024:

Recip ID	Recipient Name and Address
dft	+ Robert J. McLelland, 16222 Monterey Ln Unit 376, Huntington Beach, CA 92649-2258
intp	+ The Huntington Beach Gables Homeowners Association, c/o Goe Forsythe & Hodges LLP, 17701 Cowan, Suite 210, Irvine, CA 92614-6840

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
db	+ Email/PDF: jamiegallian@gmail.com	Jul 10 2024 00:19:00	Jamie Lynn Gallian, 16222 Monterey Ln SP #376, Huntington Beach, CA 92649-2258

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
dft		Brian J. Gallian
intp		Courtesy NEF
dft		E. J. Gallian
dft		J-Pad LLC
dft		J-Sandcastle Co LLC
pla		Jeffrey I. Golden
dft		Justin Barclay
dft		Ronald J. Pierpont
dft		Steven D Gallian

TOTAL: 9 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 11, 2024

Signature: /s/Gustava Winters

District/off: 0973-8

User: admin

Page 2 of 2

Date Rcvd: Jul 09, 2024

Form ID: pdf031

Total Noticed: 3

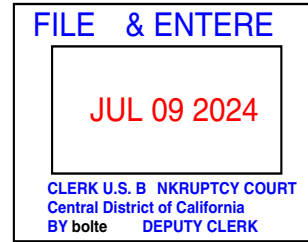
CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 9, 2024 at the address(es) listed below:

Name	Email Address
Aaron E. DE Leest	on behalf of Trustee Jeffrey I Golden (TR) adeleest@DanningGill.com danninggill@gmail.com;adeleest@ecf.inforuptcy.com
Aaron E. DE Leest	on behalf of Plaintiff Jeffrey I. Golden adeleest@DanningGill.com danninggill@gmail.com;adeleest@ecf.inforuptcy.com
Bradford Barnhardt	on behalf of Interested Party Courtesy NEF bbarnhardt@marshackhays.com bbarnhardt@ecf.courtdrive.com;alinares@ecf.courtdrive.com
D Edward Hays	on behalf of Interested Party Courtesy NEF ehays@marshackhays.com ehays@ecf.courtdrive.com;alinares@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
Eric P Israel	on behalf of Trustee Jeffrey I Golden (TR) eisrael@danninggill.com danninggill@gmail.com;eisrael@ecf.inforuptcy.com
Jeffrey I Golden (TR)	lwerner@go2.law jig@trustesolutions.net;kadele@go2.law;C205@ecfcbis.com
Laila Masud	on behalf of Interested Party Courtesy NEF lmasud@marshackhays.com lmasud@ecf.courtdrive.com;lbuchanan@marshackhays.com;alinares@ecf.courtdrive.com
Robert P Goe	on behalf of Interested Party The Huntington Beach Gables Homeowners Association kmurphy@goeforlaw.com rgoe@goeforlaw.com;goeforecf@gmail.com;Goe.RobertP.R@notify.bestcase.com
Shantal Malmed	on behalf of Plaintiff Jeffrey I. Golden shantal.malmed@gmlaw.com cheryl.caldwell@gmlaw.com
Shantal Malmed	on behalf of Trustee Jeffrey I Golden (TR) shantal.malmed@gmlaw.com cheryl.caldwell@gmlaw.com
United States Trustee (SA)	ustpreion16.sa.ecf@usdoj.gov

TOTAL: 11

1 AARON E. DE LEEST (State Bar No. 216832)
adeleest@DanningGill.com
2 SHANTAL MALMED (State Bar No. 351496)
smalmed@DanningGill.com
3 DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
4 Los Angeles, California 90067-6006
Telephone: (310) 277-0077
5 Facsimile: (310) 277-5735
6 Attorneys for Plaintiff Jeffrey I. Golden,
Chapter 7 Trustee
7



8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SANTA ANA DIVISION**
11

12 In re

Case No. 8:21-bk-11710-SC

13 JAMIE LYNN GALLIAN,

Chapter 7

14 Debtor.

15 JEFFREY I. GOLDEN, Chapter 7 Trustee,

Adv. No. 8:23-ap-01064-SC

16 Plaintiff,

ORDER DISMISSING TRUSTEE'S
ALTERNATIVE AND REMAINING
CLAIMS AGAINST THE DEFENDANTS
WITHOUT PREJUDICE

17 vs.

18 J-SANDCASTLE CO., LLC; J-PAD LLC;
19 STEVEN D. GALLIAN; BRIAN J.
GALLIAN; JUSTIN BARCLAY; RONALD
20 J. PIERPONT; ROBERT J. MCLELLAND;
AND E. J. GALLIAN,

Date: June 18, 2024
Time: 1:30 p.m.
Place: Courtroom 5C
411 W. Fourth Street
Santa Ana, California 92701

21 Defendants.
22
23

24 On June 18, 2024, the Court, the Honorable Scott Clarkson, held a pre-trial conference in
25 the above-captioned adversary proceeding. Appearances were excused pursuant to the Court's
26 tentative ruling.
27
28

1 The Court having read and considered the status report (*docket no. 95*) filed by Plaintiff
2 Jeffrey I. Golden, as the Chapter 7 Trustee (the "Plaintiff"), having entered individual judgments
3 against the within defendants on certain claims for relief (*docket nos. 47, 66, 79, 81, and 83*), and
4 having considered Plaintiff's request to dismiss the alternative and remaining claims against the
5 defendants in the Plaintiff's complaint (*docket no. 1*) (the "Complaint"), without prejudice, and for
6 good cause, it is hereby:

7 ORDERED that:

8 1. The alternative and remaining claims for relief in the Plaintiff's Complaint are
9 dismissed, without prejudice, as follows:

10 a. The seventh claim for relief is dismissed against defendants Steven D.
11 Gallian, Brian J. Gallian, Justin Barclay, E. J. Gallian, and Robert J. McLelland, without prejudice.


12 b. The first, second, third, fourth, and seventh claims for relief are dismissed
13 against defendant Ronald J. Pierpont, without prejudice.

14 c. The second, third, fourth, sixth, seventh, eighth, ninth, and tenth claims for
15 relief are dismissed against defendant J-Pad LLC, without prejudice.

16 d. The second, third, fourth, fifth, sixth, and seventh claims for relief are
17 dismissed against defendant J-Sandcastle Co., LLC, without prejudice.

18 ###

19
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23
24 ate: July 9, 2024


Scott C. Clarkson
United States Bankruptcy Judge

ERIC P. ISRAEL (State Bar No. 132426)
eisrael@DanningGill.com
AARON E. DE LEEST (State Bar No. 216832)
adeleest@DanningGill.com
DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067-6006
Telephone: (310) 277-0077
Facsimile: (310) 277-5735

Attorneys for Plaintiff Jeffrey I. Golden,
Chapter 7 Trustee

FILED & ENTERED

SEP 20 2023

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY mcall DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
JAMIE LYNN GALLIAN,
Debtor.

Case No. 8:21-bk-11710-SC
Chapter 7

JEFFREY I. GOLDEN, Chapter 7 Trustee,
Plaintiff,
vs.

Adv. No. 8:23-ap-01064-SC
**ORDER GRANTING TRUSTEE'S
MOTION TO STRIKE DEBTOR'S
ANSWER**

J-SANDCASTLE CO., LLC; J-PAD LLC;
STEVEN D. GALLIAN; BRIAN J.
GALLIAN; JUSTIN BARCLAY; RONALD
J. PIERPONT; ROBERT J. MCLELLAND;
AND E. J. GALLIAN,
Defendants.

Hearing:
Date: September 12, 2023
Time: 1:30 p.m.
Place: Courtroom "5C"
411 W. Fourth Street
Santa Ana, California

On September 12, 2023, at 1:30 p.m., there came before the Court for hearing the Motion to Strike Debtor's Answer [docket no. 17] (the "Motion") filed by plaintiff Jeffrey I. Golden, the Chapter 7 trustee (the "Trustee") for the estate of Jamie Lynn Gallian (the "debtor"), the Honorable Scott Clarkson, United States Bankruptcy Judge, presiding. Appearing for the Trustee was Eric P. Israel of Danning, Gill, Israel & Krasnoff, LLP; no other appearances were made.

///

1 The Court having read and considered the Motion and the debtor's answer (docket no. 13],
2 having noted the lack of any response, having found that notice of the Motion was adequate and
3 proper, good cause appearing, it is


4 ORDERED THAT:

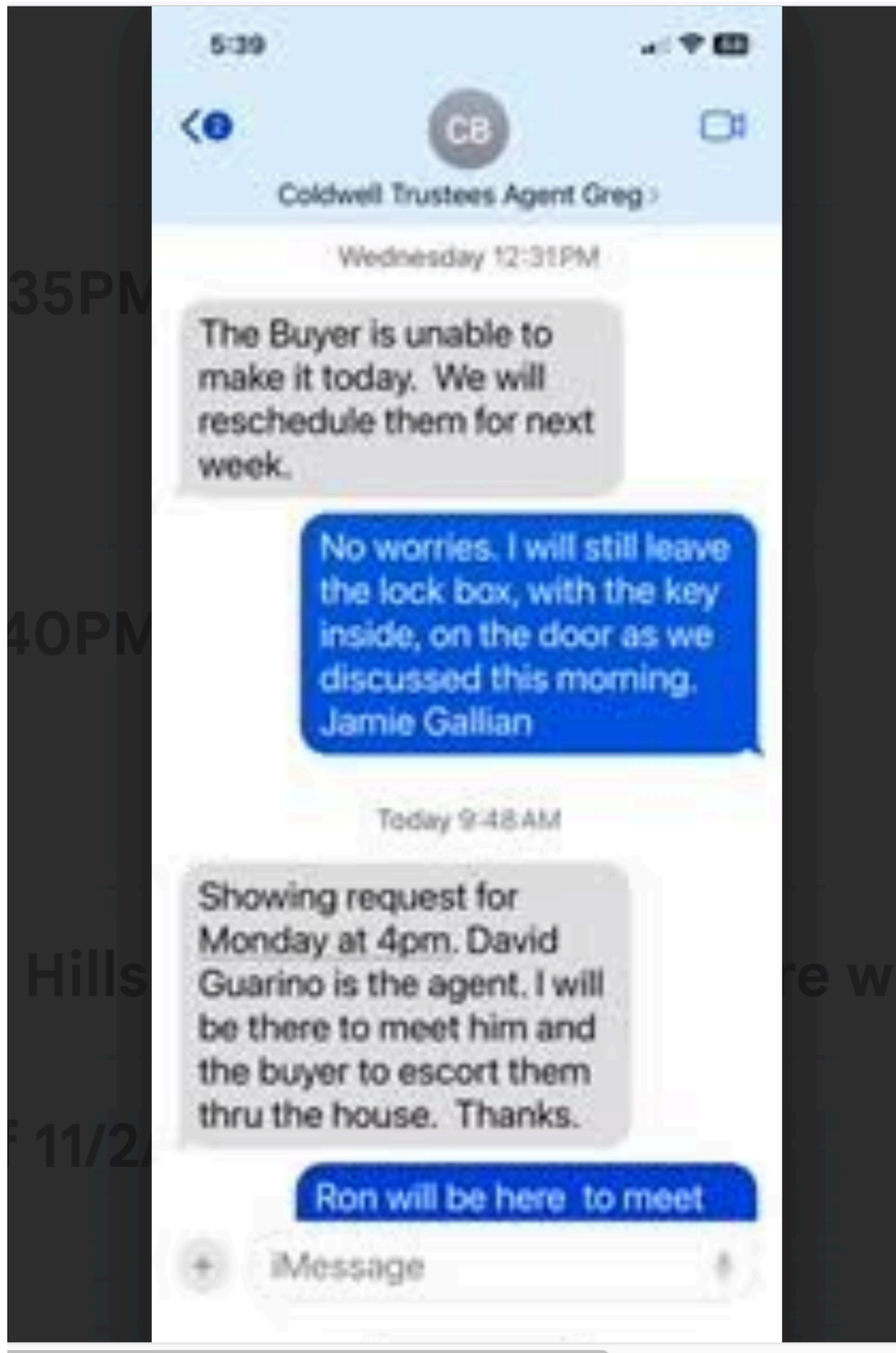
5 1. The Motion is granted as to the Trustee only, and the reference to Hauser Brothers is
6 disregarded.

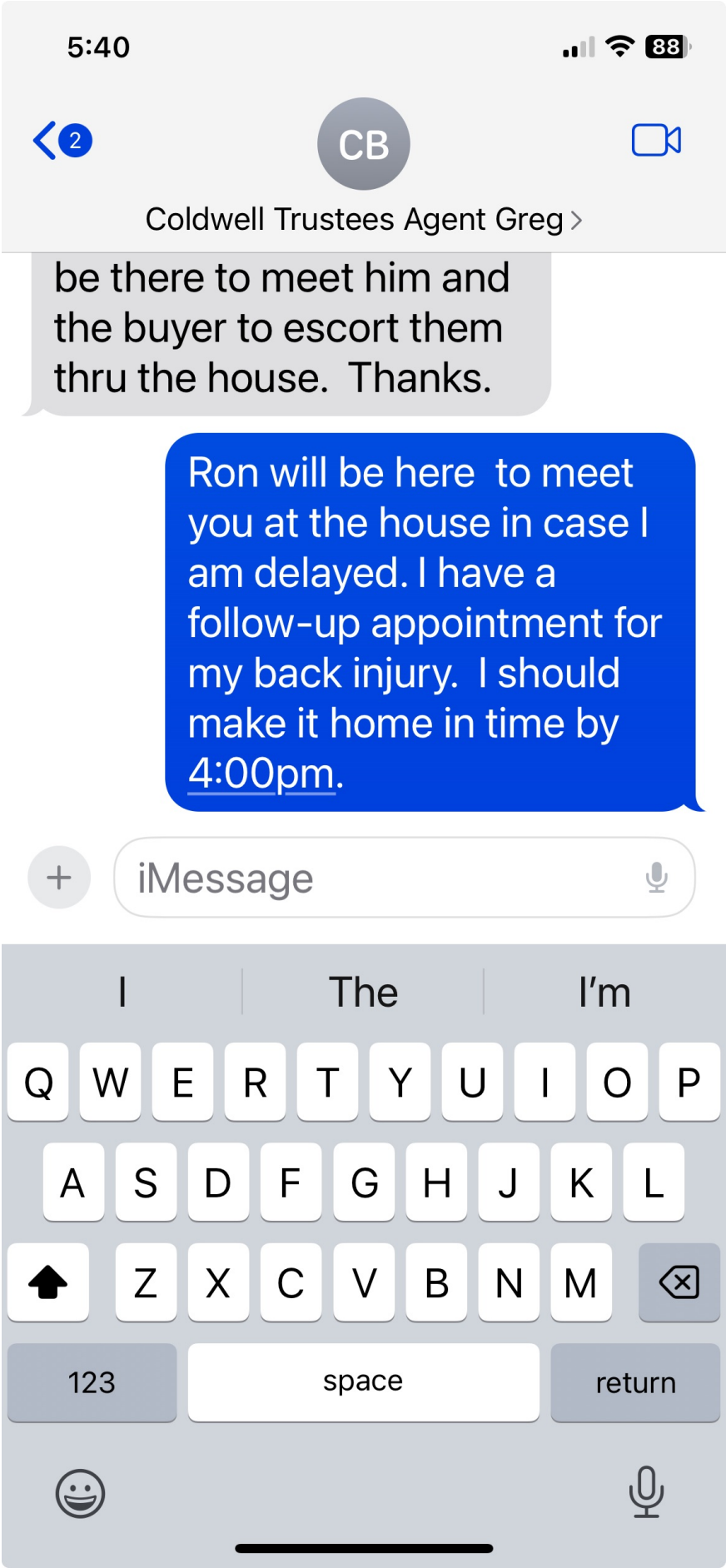
7 2. The debtor's answer [docket no. 13] is stricken.

8 # # #

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24 Date: September 20, 2023


Scott C. Clarkson
United States Bankruptcy Judge





From: **OC Services** bobwentflying@yahoo.com

Subject: First Team Listing by David Guarino, however the For Sale Sign in the YARD is an HCD Occupational License listed by Galaxy,

Date: November 2, 2024 at 11:47 AM

To: Jamie Gallian jamiegallian@gmail.com, Gregory Bingham greg.bingham@camoves.com, Jeff Golden jgolden@go2.law


OS



16222 Monterey Ln SPC 179, Huntington Beach, CA 92649 | MLS ...



<https://www.zillow.com/homedetails/16222-Monterey-Ln-SPC-179-H...>

[Back to search](#) **Zillow** [Save](#) [Share](#) [Hide](#) [More](#)

For sale







[See all 65 photos](#)

Listing Provided by: David Guarino DRE #01708899 714-402-3283, First Team Real Estate

\$364,900

16222 Monterey Ln SPC 179, Huntington Beach, CA 92649

3
beds

2
baths

1,539
sqft

Est.: **\$2,291/mo** [Get pre-qualified](#)

Manufactured Home

Built in 2016

-- sqft lot

\$361,800 Zestimate®

\$237/sqft

\$-- HOA

What's special

MATURE TREES AND LANDSCAPING

ON SUITE MASTER BATH

SPACIOUS WALK-IN CLOSET



Jamie Gallian <jamiegallian@gmail.com>

YOUR LISTING OF PERSONAL PROPERTY MANUFACTURED HOME LBM 1081

Jamie Gallian <jamiegallian@gmail.com>

Sat, Nov 2, 2024 at 11:23 AM

To: "Bingham, Gregory" <GREG.BINGHAM@camoves.com>, BILL.FRIEDMAN@earthlink.net, Jeff Golden <jgolden@wglp.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Good morning,

Happy weekend.

Just confirming I haven't received any texts or emails from co-agents, Mr. Bingham or Mr. Friedman requesting an appointment to show the mobile home since Monday, October 28, 2024. I reviewed my texts, and I don't see any requests for showing today or Sunday, November 3, 2024.

I have a back injury suffered while riding in a vehicle yesterday, Friday, November 1, 2024. So no lifting, pushing and pulling for a while, but I am still planning to work

M-F and home about 4:00pm next week. If anything changes and I am during the week, I will let you know.

As always please make positive contact with me by cell at 714-321-3449. Please call me, then follow with a text message with name, date, and time and confirm the Trustee's agent in attendance for the reasons we discussed previously regarding safety.

I get so many texts every day, I don't want to miss a text regarding a showing and inadvertently miss an opportunity to grant access.

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

Select Language ▼

Powered by Google Translate (https://translate.google.com)



Home

Resources

Occupational License Detail - Dealer

License Number: DL1610484

License Name: GALAXY HOMES LLC

Status: Active

Original Issue Date: 10/25/2023

Expiration Date: 10/31/2025

Business Name: GALAXY HOMES LLC

DBA Name:

Main Location: 2431 N TUSTIN AVENUE SUITE # L, SANTA ANA, CA 92705

Participating Person: * HERR III, RICHARD CORNELIOUS, President

Active Employees: 20

Additional Location: 5001 W. FLORIDA AVE., HEMET, CA 92545

Return to search

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STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 202358915792

Date Filed: 9/8/2023

B2096-7585 09/08/2023 8:19 AM Received by California Secretary of State

Limited Liability Company Name	
Limited Liability Company Name	Galaxy Homes LLC
Initial Street Address of Principal Office of LLC	
Principal Address	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705
Initial Mailing Address of LLC	
Mailing Address	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705
Attention	
Agent for Service of Process	
California Registered Corporate Agent (1505)	ZENBUSINESS INC. Registered Corporate 1505 Agent
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure	
The LLC will be managed by	All LLC Member(s)
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Richard Herr</i>	<i>09/08/2023</i>
Organizer Signature	Date



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

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Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Richard Herr</i>	<i>09/08/2023</i>
Organizer Signature	Date

Park Name : **RANCHO DEL REY
MOBILE ESTATES**
Park : 16222 MONTEREY L
Address : HUNTINGTON BEACH, CA
92649
Spaces : 379
From : 7/10/2022 to 7/10/2024
Report date : 7/10/2024

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
16222 MONTEREY LN #233 HUNTINGTON BEACH	11/10/2022 CHAMPION HOME BUILDERS INC-SKY 2023 YEAR MODEL SKYLINE	\$329,000.00 \$329,000.00 05/16/2024	<u>LBP6114</u> J/R MOBILEHOME SALES	13.5 56 13.5 56	1512 \$217.59
16222 MONTEREY LN #170 HUNTINGTON BEACH	06/18/1998 SKYLINE HOMES INC - CLOSED GLENHAVEN	\$70,150.00 \$250,000.00 03/29/2024	<u>LAY7711</u>	13.3333 56 13.3333 56	1493.33 \$167.41
16222 MONTEREY LN #50 HUNTINGTON BEACH	07/11/1991 HALLMARK SOUTHWEST CORP WINCHESTER II	\$55,000.00 \$189,000.00 03/25/2024	<u>LAT2541</u> 5 STAR HOMES	12 56 12 56	1344 \$140.62
16222 MONTEREY LN #149 HUNTINGTON BEACH	01/09/2004 CHAMPION HOME BUILDERS COMPANY WELLINGTON MANOR	\$180,000.00 \$190,000.00 03/20/2024	<u>LBG1256</u>	13.3333 58 13.3333 60	1573.33 \$120.76
16222 MONTEREY LN #165 HUNTINGTON BEACH	06/11/1998 FLEETWOOD HOMES CA INC SUNPOINTE VVS 1999 MODEL	\$90,811.00 \$58,000.00 03/19/2024	<u>LAZ1027</u>	11.8333 58 11.8333 56	1349 \$42.99
16222 MONTEREY LN #178 HUNTINGTON BEACH	11/17/2023 CHAMPION HOME BUILDERS INC-SKY 2024 YEAR MODEL SKYLINE	\$259,642.00 \$259,642.00 12/22/2023	<u>LBP5402</u> J/R MOBILEHOME SALES	13.3333 58 13.3333 60	1546.67 \$167.87
16222 MONTEREY LN #305 HUNTINGTON BEACH	06/21/2022 CHAMPION HOME BUILDERS INC-CHA CHAMPION	\$325,000.00 \$325,000.00 11/17/2023	<u>LBP6178</u> BLUE CARPET MANUFACTURED HOMES	13.25 58 13.25 58	1537 \$211.45
16222 MONTEREY LN #112 HUNTINGTON BEACH	11/23/2004 CMH MANUFACTURING WEST INC GOLDENWEST	\$214,900.00 \$220,000.00 11/16/2023	<u>LB13085</u> BLUE CARPET MANUFACTURED HOMES	11.8333 57.25 11.8333 56	1340.12 \$164.16
33920 EL CENTRO AVE HEMET	COMMODORE CORP CASA LOMA	\$15,100.00 \$2,500.00 10/25/2023	<u>LBK2109</u>	12 60 12 60	1440 \$1.74
16222 MONTEREY LN #348 HUNTINGTON BEACH	03/30/2018 CMH MANUFACTURING WEST INC GOLDEN WEST	\$238,133.00 \$315,000.00 10/12/2023	<u>LBN5690</u>	15 56 15 56	1680 \$187.50
16222 MONTEREY LN #166 HUNTINGTON BEACH	05/23/2019 CMH MANUFACTURING WEST INC	\$250,000.00 \$345,000.00	<u>LBO0993</u>	13.4167 56 13.4167 56	1502.67 \$229.59

16222 MONTEREY LN #323	06/10/2016	\$263,089.00	<u>LBM8507</u>	13.3333 56	1528.89
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$350,000.00		13.3333 58.6667	\$228.92
	SUNSET RIDGE	08/14/2023			
16222 MONTEREY LN #272	06/21/2007	\$215,315.00	<u>LBJ3498</u>	13.3333 58	1546.67
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$235,000.00		13.3333 58	\$151.94
	OAKMANOR	07/20/2023			
16222 MONTEREY LN #118	11/07/1996	\$64,440.00	<u>LAV6919</u>	11.75 56	1316
HUNTINGTON BEACH	FLEETWOOD HM CALIF INC	\$185,000.00		11.75 56	\$140.58
	SUNPOINTE	07/07/2023			
16222 MONTEREY LN #13	08/12/2005	\$166,542.00	<u>LBJ8019</u>	11.6667 56	1228.89
HUNTINGTON BEACH	PALM HARBOR HOMES INC - OOB 20	\$224,900.00		11.6667 49.3333	\$183.01
	PALM HARBOR	08/30/2023			
69-274 COSTA MESA DR	01/01/1968	\$18,100.00	<u>AAP9285</u>	12 58	1392
NORTH SHORE	DUALWIDE	\$5,000.00		12 58	\$3.59
	DUALWIDE	05/28/2023			
16222 MONTEREY LN #59	04/05/1999	\$79,069.00	<u>LAZ6506</u>	11.8333 53.3333	1246.44
HUNTINGTON BEACH	THE ANDREW KARSTEN CO INC - CA	\$185,000.00		11.8333 52	\$148.42
	KARSTEN VILLA	05/24/2023			
16222 MONTEREY LN #88	03/13/2003	\$124,500.00	<u>LBE7878</u>	11.8333 52	1798.67
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$350,000.00		11.8333 48	\$194.59
	OAKMANOR	05/05/2023	5 STAR HOMES	11.8333 52	
16222 MONTEREY LN #261	01/01/1968	\$16,100.00	<u>LAX7705</u>	12 56	1344
HUNTINGTON BEACH	VIKING	\$144,000.00		12 56	\$107.14
	EDGEWOOD	04/20/2023	5 STAR HOMES		
16222 MONTEREY LANE #115	01/22/1999	\$75,500.00	<u>LAZ3931</u>	11.8333 56	1325.33
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$260,000.00		11.8333 56	\$196.18
	GLENHAVEN	04/13/2023	5 STAR HOMES		
16222 MONTEREY LN #179	09/19/2016	\$250,000.00	<u>LBN4469</u>	13.5 57.3333	1530
HUNTINGTON BEACH	CMH MANUFACTURING WEST INC	\$350,000.00		13.5 56	\$228.76
	GOLDEN WEST	04/11/2023	5 STAR HOMES		
16222 MONTEREY LN #373	01/01/1971	\$19,399.00	<u>LBD7332</u>	12 60	1440
HUNTINGTON BEACH	GOLDEN WEST	\$120,000.00		12 60	\$83.33
	GOLDEN WEST	03/20/2023	5 STAR HOMES		
16222 MONTEREY LN #58	09/01/2022	\$289,900.00	<u>LBP3499</u>	11.8333 56	1325.33
HUNTINGTON BEACH	CMH MANUFACTURING WEST INC	\$289,900.00		11.8333 56	\$218.74
	CLAYTON	03/13/2023			
16222 MONTEREY LN #369	01/01/1970	\$12,900.00	<u>LBP2159</u>	12 60	1440
HUNTINGTON BEACH	OLYMPIA	\$115,000.00		12 60	\$79.86
	OLYMPIA	01/20/2023			

16222 MONTEREY LN #289 HUNTINGTON BEACH	04/18/2022 CHAMPION HOME BUILDERS INC-SKY SKYLINE	\$349,900.00 \$349,900.00 12/28/2022	<u>LBP2484</u> 5 STAR HOMES	13.3333 58 13.3333 58	1546.67 \$226.23
16222 MONTEREY LN #359 HUNTINGTON BEACH	08/17/1989 WESTWAY HM WESTWAY	\$49,000.00 \$170,000.00 12/27/2022	<u>LAN7346</u> 5 STAR HOMES	13.3333 60 13.3333 60	1600 \$106.25
16222 MONTEREY LN #123 HUNTINGTON BEACH	03/17/2015 CMH MANUFACTURING WEST INC GOLDENWEST	\$177,208.00 \$350,000.00 12/27/2022	<u>LBM3903</u>	15 56 15 53.9167	1648.75 \$212.28
16222 MONTEREY LN #358 HUNTINGTON BEACH	SIERRA SIERRA	\$14,900.00 \$127,000.00 12/15/2022	<u>LAW7781</u>	12 56 12 56	1344 \$94.49
16222 MONTEREY LANE #215 HUNTINGTON BEACH	VIKING EDGEWOOD	\$14,900.00 \$155,000.00 10/03/2022	<u>LAX2573</u> 5 STAR HOMES	12 55 12 55	1320 \$117.42
16222 MONTEREY LN #367 HUNTINGTON BEACH	01/01/1971 PARAMOUNT	\$16,500.00 \$150,000.00 09/27/2022	<u>LBP1178</u>	12 60 12 60	1440 \$104.17
16222 MONTEREY LN #259 HUNTINGTON BEACH	01/21/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$127,533.00 \$330,000.00 09/19/2022	<u>LBL5163</u> 5 STAR HOMES	13.5 61 13.5 61	1647 \$200.36
16222 MONTEREY LN #79 HUNTINGTON BEACH	01/01/1981 COMMODORE HM SYSTEMS INC PARAMOUNT	\$27,811.00 \$171,000.00 09/16/2022	<u>LAA2830</u> 5 STAR HOMES	10 54 10 54	1080 \$158.33
16222 MONTEREY LN #171 HUNTINGTON BEACH	12/23/2003 SKYLINE HOMES INC - CLOSED OAKMANOR	\$223,443.00 \$300,000.00 09/09/2022	<u>LBFB452</u> 5 STAR HOMES	13.3333 59 13.3333 60.3333	1591.11 \$188.55
16222 MONTEREY LN #294 HUNTINGTON BEACH	01/01/1968 EDGEWOOD	\$16,900.00 \$125,000.00 09/05/2022	<u>ABF7219</u>	12 57 12 57	1368 \$91.37
16222 MONTEREY LN #74 HUNTINGTON BEACH	04/17/2012 CMH MANUFACTURING WEST INC GOLDENWEST	\$187,500.00 \$345,000.00 08/30/2022	<u>LBL2660</u>	13.5 58 13.5 58	1566 \$220.31
16222 MONTEREY LN #163 HUNTINGTON BEACH	03/14/2022 CHAMPION HOME BUILDERS INC-COR SILVERCREST	\$349,900.00 \$349,900.00 07/20/2022	<u>LBP1333</u>	13.3333 56 13.3333 56	1493.33 \$234.31
16222 MONTEREY LN #249 HUNTINGTON BEACH	01/01/1969 LANCER ROYAL LANCER	\$10,900.00 \$185,000.00 07/12/2022	<u>AAW4913</u>	12 57 12 57	1368 \$135.23

	Original	Resale
Total	\$5,188,985.00	\$8,404,742.00
Average	\$140,242.84	\$227,155.19
Max	\$349,900.00	\$350,000.00
Min	\$10,900.00	\$2,500.00



Jamie Gallian <jamiegallian@gmail.com>

Gallian (FW: Potential Viewing ????)

Jamie Gallian <jamiegallian@gmail.com>
To: Attorney Jim Casello <jhctlex@yahoo.com>

Wed, Oct 30, 2024 at 9:49

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Eric Israel <EPI@danninggill.com>
Date: October 29, 2024 at 10:55:41 AM PDT
To: jamiegallian@gmail.com
Cc: jgolden@go2.law, "Bingham, Gregory" <Gregory.Bingham@camoves.com>, "William (Bill) Friedman (billfried@earthlink.net)" <billfried@earthlink.net>, Eric Israel <EPI@danninggill.com>
Subject: Gallian (FW: Potential Viewing ????)

Jamie: You have no right to screen who inspects or bids on the Property. You agreed on the record to provide access on 24 hours' notice, which the Trustee's broker has done here. and the Court has ordered you to fully cooperate, including complying with that agreement, and not to interfere. This is not cooperating, and is indeed interfering, and you are violating the Court's order. I strongly suggest that you change course immediately, or I will be forced to bring this to the Judge's attention.

From: Jamie Gallian <jamiegallian@gmail.com>
Sent: Tuesday, October 29, 2024 10:39 AM
To: David Guarino <dguarino7@gmail.com>; Jeff Golden <jgolden@go2.law>; Bingham, Gregory <greg.bingham@camoves.com>
Cc: Jeff Golden <jgolden@go2.law>
Subject: Re: Potential Viewing ????

If you are willing to disclose all of the sales within the past 24 months to the Trustee , Jeff Golden, sold within Rancho Del Rey under both names , First Team and Galaxy, and an explanation as to why your sales are not listed and disclosed.

Jamie Gallian
Sent from my iPhone

On Oct 29, 2024, at 10:30 AM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Nice try David,

The answer is still NO.

You and your wife are as crooked as the come

Jamie Gallian

Sent from my iPhone

On Oct 29, 2024, at 10:14 AM, David Guarino <dguarino7@gmail.com> wrote:

I do not work for the Houser family in any way shape or form, I am licensed with both First Team Real Estate through the Department of Real Estate and Galaxy Homes through Housing Community Development. I have NO affiliation whatsoever with with Rancho Del Rey

David Guarino
First Team Real Estate
DRE# 01708899
Direct (714) 402-3283
Email: dguarino7@gmail.com

On Tue, Oct 29, 2024 at 10:09 AM Jamie Gallian <jamiegallian@gmail.com> wrote:

Jeff,

There is a conflict with this agent and I have to decline entrance to my home.

This agent is will not be allowed into the personal property home LBM 1081.

This agent works for Houser Bros.

Please respect my wishes.

Jamie Gallian

Sent from my iPhone

Begin forwarded message:

From: Jamie Gallian <jamiegallian@gmail.com>
Date: October 29, 2024 at 10:04:53 AM PDT
To: "Bingham, Gregory" <greg.bingham@camoves.com>
Subject: Re: Potential Viewing ????

Absolutely not

Jamie Gallian
Sent from my iPhone

On Oct 29, 2024, at 9:49 AM, Bingham, Gregory
<greg.bingham@camoves.com> wrote:

One scheduled for tomorrow, Wednesday at 4pm.

David Guarino, First Team Real Estate is the agent
bringing the buyers.



GREG BINGHAM Sales
Manager

The Tim Smith Real Estate
Group | Coldwell
Banker Realty

m: 562.335.0145

w:
timsmithrealestategroup.com e:
greg.bingham@camoves.com



<Outlook-njr1vbp3.png>

CalBRE# 01309137

From: Jamie Gallian <jamiiegallian@gmail.com>
Sent: Tuesday, October 29, 2024 9:18 AM
To: Bingham, Gregory
<greg.bingham@camoves.com>
Subject: Potential Viewing ????

Greg,

Are there any appointments scheduled. I thought I saw something in my email however I cannot find it.

Please indicate the date and time and confirm the agent's first and last name and their customer's first and last name and whether you are attending.

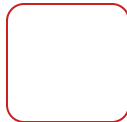
Sincerely,

Jamie Gallian
Sent from my iPhone

Wire Fraud is Real. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.



City...



Buy ▾

Rent ▾

Sell ▾

Redfin Premier



Feed

Overview

Neighborhood

Property details



Street View

Listed by Greg Bingham • Coldwell Banker Realty (562-335-0145).

Back



to

0.21M



Save



Share



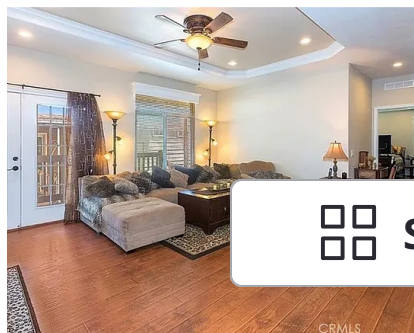
Hide



More

search

For sale



See all 9 photos

Listing Provided by:

Greg Bingham DRE #01309137 562-335-0145, Coldwell Banker Realty

\$320,000

2

2

1,700



Jamie Gallian <jamiegallian@gmail.com>

Fwd: text to Trustee

Jamie Gallian <jamiegallian@gmail.com>
To: Attorney Jim Casello <jhctlex@yahoo.com>

Wed, Oct 30, 2024 at 9:58 AM

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Jamie Gallian <jamiegallian@gmail.com>
Date: October 29, 2024 at 9:05:04 PM PDT
To: Jamie Gallian <jamiegallian@gmail.com>

Jeff,
The facts stated by your attorney are nonsensical. The papers are written in first person as you are speaking, however the document is signed by Mr. Israel.

Additionally, many of the facts are untrue.
Ron and I both met with Mr. Bingham at 4:00 pm on October 22, 2024. I believed the meeting went very well.

Mr. Bingham took (no) pictures while he was here at our home. Before the agent left I asked him if he was going to take pictures, he replied "No."
I supplied the pictures of my home that Mr. Bingham posted on the MLS site. I also forwarded the last two years of comparables from a Title company to Mr. Bingham. We talked at great length regarding a company named Five Star and a resident agent Thanya Hanson with an occupational license that was continuing to mislead older residents here in the park, into giving up their homes for just a few thousand dollars because they were told the home is being sold as a "pull out." Thereafter the home was remodeled and sold for \$250,000 under a listing on the internet by David Guarino of First Team the husband of Thanya Hanson daughter, Tanya Hanson. She does not use her married name. I reported David Guarino to CALDRE because he was not disclosing to buyers and sellers the relationship to the Listing Agent at Five Star who went out of business after the president of Five Star Michael Cirrilo, was sued, lost and committed suicide several months ago. Thanya Hanson continued to take listings from elderly residents. Thanya represented me several years ago on my first purchase here in Rancho Del Rey Space 108.

Because of the quickness of you listing the house, not communicating with me in a timely manner and not answering my questions as you encourage me to email my questions to you. With no response.

The filing by Mr. Israel is unnecessary as I have no problem with making time to show the house with Mr. Bingham. I never anticipated and was not told that Mr. Bingham would just text me without providing detailed information so I may have a record of names of individuals who come in and out of my home. What if something happened, an accident, or items were stolen, what if I was harmed by a stranger I let into my home?

I believe that my request to be provided detailed information by the Trustees agent is not unreasonable and that the Trustees Agent accompany the individuals viewing the property. Please contact me at your first opportunity so we can work out the details.

Lastly, please ask your attorney not to address me so informally. It's very disrespectful.

Sincerely,

Jamie Gallian

Ron and I both explained our concerns to Mr. Bingham regarding the two dogs in the home. We believed that Mr. Bingham would be the only agent bringing a client into our home. When the agent text messaged me on Monday at 12:08pm the message said the following;

From Greg Bingham

“Request for showing on Weds., 4pm. Thank you.”

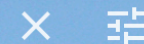
I replied “Received”

Jamie Gallian

Sent from my iPhone



Q GREG.BINGHAM@camoves.com



From ▾

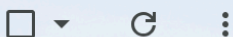
Any time ▾

Has attachment

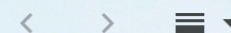
To ▾

Is unread

Advanced search



1-19 of 19



Bingham, Gregory ▾

✉ GREG.BINGHAM@camoves....

☐ ☆ > OC Services

Inbox First Team Listing by David Guarino, however the For Sale Sign in ... Nov 2

16222 Monterey...

☐ ☆ > me

Inbox YOUR LISTING OF PERSONAL PROPERTY MANUFACTURED HOME LBM... Nov 2

☐ ☆ > me

Inbox Rancho Del Rey Space 376 - Mr. Guarino, Mr. Herr, I was notified by the... Oct 30

☐ ☆ > Gloria .. Grego., me 6

Inbox F-GALLIAN - Trustee's Status Report on Debtor's Compliance with OSC... Oct 30

image001... Outlook-ul14hgj... F-GALLIAN - Tr... +1

☐ ☆ > Zillow, me 2

Inbox Take the next step on 16222 Monterey Ln #321 and 20701 Beach Blvd S... Oct 30

☐ ☆ > Eric, me 2

Inbox Gallian (FW: Potential Viewing ????) - greg.bingham@camoves.com> C... Oct 30

☐ ☆ > me

Inbox Gallian home. - greg.bingham@camoves.com> wrot... Sent 8 days ago. Follow up?

☐ ☆ > me 3

Inbox MLS Listing(s) using a Cal Bre Real Estate Number, by an individual em... Oct 30

☐ ☆ > me 2

Inbox Cease and desist Defamatory comments by your employee Tanya Hans... Oct 30



Q GREG.BINGHAM@camoves.com



From ▾

Any time ▾

Has attachment

To ▾

Is unread

Advanced search



1-19 of 19

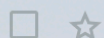


me, Richard 3

Inbox

Regarding J-Sandcastle Co Purchase of Harmons Unit 48; Pending Resi...

Oct 30



me, Gregory, David 11

Inbox

Potential Viewing ???? - greg.bingham@camoves.com>, Jeff Golden <j...



Oct 29



Outlook-5pwor...



Outlook-njr1vb...



me, Gregory 2

Inbox

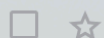
Re: Gallian home visitor. - greg.bingham@camoves.com [https://img.ne...



Oct 28



Outlook-45zcp...



me, Gregory, Jeff 6

Inbox

Please confirm appointment 10/23/24 at 4:30pm - greg.bingham@cam...



Oct 26



Outlook-r3caoh...



Chief, Gregory, me 4

Inbox

Fw: Rancho Del Rey - Huntington Beach - greg.bingham@camoves.co...



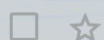
Oct 24



Outlook-52uv0...



copier_2024071...



Chief, me, Gregory 3

Inbox

Fw: Comp - greg.bingham@camoves.com [https://img.newoldstamp.co...



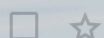
Oct 23



Outlook-3ov1oj...



Comps Data.pdf



me 2

Gallian Huntington Beach - As requested. Jamie Gallian Sent from my iPhone



Oct 22



IMG_4082.jpg



IMG_4081.JPG



IMG_4083.JPG

+1



Jamie Gallian <jamiegallian@gmail.com>

Fwd: text to Trustee

Jeff Golden <jgolden@go2.law>
To: Jamie Gallian <jamiegallian@gmail.com>
Cc: Eric Israel <EPI@danninggill.com>

Sat, Nov 2, 2024 at 11:53 AM

We did speak after. Also as we discussed please email me and copy my counsel on all communications.

We are still waiting for the settlement offer you indicated multiple times you would make but have not done so.

We discussed the other issues and I disagree with your characterizations. We have responded timely and the marketing has been appropriate. No other information is appropriate.

Please let us know.

Thank you.

Jeff

Sent from my iPhone

On Nov 2, 2024, at 11:37 AM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

Mr. Golden,

I sent this text message to you on October 30, 2024, and have not received a reply.

Please reply at your first opportunity.

Jamie Gallian

Jeff,
The facts stated by your attorney are nonsensical. The papers are written in first person as you are speaking, however the document is signed by Mr. Israel.

Additionally, many of the facts are untrue.
Ron and I both met with Mr. Bingham at 4:00 pm on October 22, 2024. I believed the

meeting went very well.

Mr. Bingham took (no) pictures while he was here at our home. Before the agent left I asked him if he was going to take pictures, he replied "No."

I supplied the pictures of my home that Mr. Bingham posted on the MLS site. I also forwarded the last two years of comparables from a Title company to Mr. Bingham. We talked at great length regarding a company named Five Star and a resident agent Thanya Hanson with an occupational license that was continuing to mislead older residents here in the park, into giving up their homes for just a few thousand dollars because they were told the home is being sold as a "pull out." Thereafter the home was remodeled and sold for \$250,000 under a listing on the internet by David Guarino of First Team the husband of Thanya Hanson daughter, Tanya Hanson. She does not use her married name. I reported David Guarino to CALDRE because he was not disclosing to buyers and sellers the relationship to the Listing Agent at Five Star who went out of business after the president of Five Star Michael Cirilo, was sued, lost and committed suicide several months ago. Thanya Hanson continued to take listings from elderly residents. Thanya represented me several years ago on my first purchase here in Rancho Del Rey Space 108. Because of the quickness of you listing the house, not communicating with me in a timely manner and not answering my questions as you encourage me to email my questions to you. With no response.

The filing by Mr. Israel is unnecessary as I have no problem with making time to show the house with Mr. Bingham. I never anticipated and was not told that Mr. Bingham would just text me without providing detailed information so I may have a record of names of individuals who come in and out of my home.

What if something happened, an accident, or items were stolen, what if I was harmed by a stranger I let into my home?

I believe that my request to be provided detailed information by the Trustees agent is not unreasonable and that the Trustees Agent accompany the individuals viewing the property. Please contact me at your first opportunity so we can work out the details.

Lastly, please ask your attorney not to address me so informally. It's very disrespectful.

Sincerely,

Jamie Gallian

Ron and I both explained our concerns to Mr. Bingham regarding the two dogs in the home. We believed that Mr. Bingham would be the only agent bringing a client into our home.

When the agent text messaged me on Monday at 12:08pm the message said the following;

From Greg Bingham

"Request for showing on Weds., 4pm. Thank you."

I replied "Received"

Jamie Gallian

Sent from my iPhone



Jamie Gallian <jamiegallian@gmail.com>

Gallian home.

1 message

Jamie Gallian <jamiegallian@gmail.com>

Sat, Oct 26, 2024 at 12:47 PM

To: "Bingham, Gregory" <greg.bingham@camoves.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Hi Greg,

Sorry I hit send before finishing email.

Has the home been placed on the MLS listing?

Are you planning on using the pictures I uploaded and sent to you in a subsequent email. As requested I would like to review your MLS listing for errors just to avoid any issues going forward as the park has not provided any notice of increased rent since 2018 for this Space 376 to the Registered Owner and occupants. The last published space 376 rent amount provided by park operator Houser Bros. was \$1086.00. According to the Mobilehome Residency Law (MRL) that would be the "starting base amount" and the current CA law in regards to a rent increase for the Space 376, transfer to a new tenant cannot be greater than 10% of the base amount.

I believe Rancho Del Rey and Houser Bros will attempt to change a new tenant for Space 376 somewhere around \$1900-2100 which is unlawful under the Governor Newsome Law signed into effect I believe effect January 1, 2020. Haven't heard a peep from the Trustee, so I'm reaching out to you for an update.

Sincerely,

Jamie Gallian

Sent from my iPhone

On Oct 26, 2024, at 12:28 PM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Hi Greg,

About an hour ago, a couple

Jamie Gallian

Sent from my iPhone

On Oct 22, 2024, at 3:21 PM, Bingham, Gregory <greg.bingham@camoves.com> wrote:

Confirming our appointment for Weds, at 4:30pm.

Thank you very much.



GREG BINGHAM

The Tim Smith Real Estate Group | Coldwell Banker Realty

m: 562.335.0145

w: timsmithrealestategroup.com e: greg.bingham@camoves.com



<Outlook-r3caoha0.png>

CalBRE# 01309137

From: Jeff Golden <jgolden@go2.law>

Sent: Tuesday, October 22, 2024 3:15 PM

To: Jamie Gallian <jamiegallian@gmail.com>

Cc: Bingham, Gregory <greg.bingham@camoves.com>; Bill Friedman <billfried@earthlink.net>; Eric Israel <EPI@danninggill.com>; Lori Werner <lwerner@go2.law>

Subject: RE: Please confirm appointment 10/23/24 at 4:30pm

Thank you. I am copying them on this email so they can respond directly. It is appreciated.

It is appreciated.

Jeffrey Golden
Attorney

T: (714) 966-1000
jgolden@go2.law - www.go2.law
3070 Bristol Street, Suite 640
Costa Mesa, CA 92626

-----Original Message-----

From: Jamie Gallian <jamiegallian@gmail.com>

Sent: Tuesday, October 22, 2024 3:09 PM

To: Jeff Golden <jgolden@go2.law>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Subject: Please confirm appointment 10/23/24 at 4:30pm

Mr. Golden,
Please confirm your appointment with the Agent, Greg Bingham October 23, 2024 @ 4:30pm so I may notify the security gate of the names (first and last) to be admitted through the gate.

Sincerely,
Jamie Gallian
Sent from my iPhone



Jamie Gallian <jamiegallian@gmail.com>

MLS Listing(s) using a Cal Bre Real Estate Number, by an individual employed by Five Star

Jamie Gallian <jamiegallian@gmail.com>

Wed, Oct 30, 2024 at 8:15 AM

To: Jeff Golden <jgolden@go2.law>, Gregory Bingham <greg.bingham@camoves.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Jamie Gallian <jamiegallian@gmail.com>

Date: August 19, 2021 at 1:58:29 PM PDT

To: Richard Herr <rherr@5starhomes.com>, dguarino7@gmail.com

Cc: Jamie Gallian <jamiegallian@gmail.com>

Subject: MLS Listing(s) using a Cal Bre Real Estate Number, by an individual employed by Five Star

Mr. Herr,

I find it extremely distasteful to mislead elderly, vulnerable seniors, by purchasing homes under Five Star and marketing by Thanya Hanson representing Five Star, using a family members license number for advertising on the MLS, such the case multiple MLS listing by David Guarino CalBRE #01708899, under Broker Michele Harrington, CalBRE 01008773, to gain a self serving advantage over an unsuspecting vulnerable sector of the community.

A complaint has been filed forthwith.

Sincerely,

Jamie Gallian



Jamie Gallian <jamiegallian@gmail.com>

Cease and desist Defamatory comments by your employee Tanya Hanson of Star Homes

Jamie Gallian <jamiegallian@gmail.com> Wed, Oct 30, 2024 at 8:09 AM
To: Jeff Golden <jgolden@go2.law>, Gregory Bingham <greg.bingham@camoves.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>

FYI

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Jamie Gallian <jamiegallian@gmail.com>
Date: October 29, 2019 at 6:38:47 PM PDT
To: Richard Herr <rherr@5starhomes.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>, Steve Fink <sfink@stevefinklaw.com>
Subject: Cease and desist Defamatory comments by your employee Tanya Hanson of Star Homes

Dear Mr Herr,

It's has been almost 1 year since I purchased my home from Lisa Ryan here in Rancho Del Rey.

I find it very distasteful your employee Tanya Hanson believes gossiping with residents, making untrue defamatory statements to other homeowners and residents is in her and your best business interest.

Specifically using and calling me the word "squatter" in making reference to me personally will be a very expensive lesson.

I am quite sure there are several inaccurate disclosures by Ms. Hanson to residents, even several she was foolish to put in writing under your company name.

This will be the one and only request I will make to cease and desist all defamatory and negative propaganda by your representative.

I will not hesitate to bring a civil complaint if this behavior does not immediately stop.

I look forward to you communicating my request to your representative on behalf of Star Homes.

Sincerely,

Jamie Gallian

Jamie Gallian
Sent from my iPhone



Jamie Gallian <jamiegallian@gmail.com>

Regarding J-Sandcastle Co Purchase of Harmons Unit 48; Pending Residency Application Approval for Space 376

Jamie Gallian <jamiegallian@gmail.com>

Wed, Oct 30, 2024 at 8:08 AM

To: Jeff Golden <jgolden@go2.law>, Gregory Bingham <greg.bingham@camoves.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

FYI

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Jamie Gallian <jamiegallian@gmail.com>

Date: June 18, 2019 at 12:14:16 PM PDT

To: rherr@5starhomes.com, Willie@ranchodelreymhe.com

Cc: Steve Fink <sfink@stevefinklaw.com>, Jamie Gallian <jamiegallian@gmail.com>

Subject: Regarding J-Sandcastle Co Purchase of Harmons Unit 48; Pending Residency Application Approval for Space 376

Mr. Herr,

Thank you for contacting me regarding J-Sandcastle Co LLC offer to purchase agreement dated June 15, 2019, for the unit upon Space 48 in the Rancho Del Rey Mobile-home Estates. I was under the impression that 5 Star had the listing agreement as of date of the purchase agreement, but subsequently was told something different.

Although it is a lovely home and the grass area outside is very nice, with the information we were given relative to the year of the coach purported to be a 2012, when actually the coach is a 2002, is of concern to, J-Sandcastle Co. J-Sandcastle respectfully requests cancellation of the offer of purchase and cancellation of any escrow opened. Please return J-Sandcastle Co check in the amount of \$500.00 tendered in good faith for opening escrow on June 15, 2019.

Thank you for contacting the park on my behalf in reference to registered ownership of a manufactured home in the name of J-Sandcastle Co.

As explained the residency application packet we submitted for space 376, on behalf of the proposed tenants and residents Jamie Gallian and Ron Pierpont included personal qualifying information satisfying the qualifications of the park. An answer denying or approving the applicants from the Park Manager Chris Houser and Kathryn Curtiss is expected before the end of the week for Space 376, as indicated by Kathryn yesterday.

Sincerely,

J-Sandcastle, Co. LLC
Jamie L Gallian, its Member



Jamie Gallian <jamiegallian@gmail.com>

Fw: Rancho Del Rey - Huntington Beach

4 messages

Chief Arroyo <josephamh@outlook.com>

Mon, Jul 15, 2024 at 11:38 AM

To: "jamiegallian@gmail.com" <jamiegallian@gmail.com>, Morgan` Arroyo <morgan@amh-sales.com>, "NAPPER208 (NAPPER208@YAHOO.COM)" <napper208@yahoo.com>

Please take a look and let's talk, Thank you

Joseph

Joseph Arroyo

Owner



AMERICAN Manufactured & Mobile Home Sales

977 S. Santa Fe, Suite 1

Vista, CA 92083

Cell: [760.845.7368](tel:760.845.7368)

Vista: [760.758.7653](tel:760.758.7653)

Menifee: [951.672.7944](tel:951.672.7944)

Fax: [760.758.7652](tel:760.758.7652)

josephamh@outlook.com

VISIT OUR WEBSITE AT – WWW.AMH-SALES.COM

Celebrating 74 Years In Business

"See your home listed on MHVillage, Trulia, Zillow, Postel and 16 other listing sites!"

From: Cheryl Sharpe <Cheryl@usfinancialnet.com>

Sent: Wednesday, July 10, 2024 8:38 PM

To: Joseph Arroyo <josephamh@outlook.com>

Subject: Rancho Del Rey - Huntington Beach

Thank you,

Cheryl Sharpe



Cheryl Sharpe / Senior Loan Processor

U.S. Financial Network, Inc.

Office: (800) 655-9044 / Fax: (800) 442-5233

<http://www.usfinancialnet.com>



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146K

Jamie Gallian <jamiegallian@gmail.com>

Tue, Oct 22, 2024 at 4:16 PM

To: Jeff Golden <jgolden@go2.law>, GREG.BINGHAM@camoves.com

Comparables Rancho Del Rey

Sincerely,

Jamie Gallian

714-321-3449

jamiegallian@gmail.com

[Quoted text hidden]



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146K

Bingham, Gregory <greg.bingham@camoves.com>

Wed, Oct 23, 2024 at 10:13 AM

To: Jamie Gallian <jamiegallian@gmail.com>, Jeff Golden <jgolden@go2.law>

Received.



GREG BINGHAM Sales Manager

The Tim Smith Real Estate Group | Coldwell Banker Realty

m: 562.335.0145

w: timsmithrealestategroup.com e: greg.bingham@camoves.com



COLDWELL BANKER
REALTY

CalBRE# 01309137

Park Name : **RANCHO DEL REY
MOBILE ESTATES**
Park : 16222 MONTEREY L
Address : HUNTINGTON BEACH, CA
92649
Spaces : 379
From : 7/10/2022 to 7/10/2024
Report date : 7/10/2024

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
16222 MONTEREY LN #233 HUNTINGTON BEACH	11/10/2022 CHAMPION HOME BUILDERS INC-SKY 2023 YEAR MODEL SKYLINE	\$329,000.00 \$329,000.00 05/16/2024	<u>LBP6114</u> J/R MOBILEHOME SALES	13.5 56 13.5 56	1512 \$217.59
16222 MONTEREY LN #170 HUNTINGTON BEACH	06/18/1998 SKYLINE HOMES INC - CLOSED GLENHAVEN	\$70,150.00 \$250,000.00 03/29/2024	<u>LAY7711</u>	13.3333 56 13.3333 56	1493.33 \$167.41
16222 MONTEREY LN #50 HUNTINGTON BEACH	07/11/1991 HALLMARK SOUTHWEST CORP WINCHESTER II	\$55,000.00 \$189,000.00 03/25/2024	<u>LAT2541</u> 5 STAR HOMES	12 56 12 56	1344 \$140.62
16222 MONTEREY LN #149 HUNTINGTON BEACH	01/09/2004 CHAMPION HOME BUILDERS COMPANY WELLINGTON MANOR	\$180,000.00 \$190,000.00 03/20/2024	<u>LBG1256</u>	13.3333 58 13.3333 60	1573.33 \$120.76
16222 MONTEREY LN #165 HUNTINGTON BEACH	06/11/1998 FLEETWOOD HOMES CA INC SUNPOINTE VVS 1999 MODEL	\$90,811.00 \$58,000.00 03/19/2024	<u>LAZ1027</u>	11.8333 58 11.8333 56	1349 \$42.99
16222 MONTEREY LN #178 HUNTINGTON BEACH	11/17/2023 CHAMPION HOME BUILDERS INC-SKY 2024 YEAR MODEL SKYLINE	\$259,642.00 \$259,642.00 12/22/2023	<u>LBP5402</u> J/R MOBILEHOME SALES	13.3333 58 13.3333 60	1546.67 \$167.87
16222 MONTEREY LN #305 HUNTINGTON BEACH	06/21/2022 CHAMPION HOME BUILDERS INC-CHA CHAMPION	\$325,000.00 \$325,000.00 11/17/2023	<u>LBP6178</u> BLUE CARPET MANUFACTURED HOMES	13.25 58 13.25 58	1537 \$211.45
16222 MONTEREY LN #112 HUNTINGTON BEACH	11/23/2004 CMH MANUFACTURING WEST INC GOLDENWEST	\$214,900.00 \$220,000.00 11/16/2023	<u>LB13085</u> BLUE CARPET MANUFACTURED HOMES	11.8333 57.25 11.8333 56	1340.12 \$164.16
33920 EL CENTRO AVE HEMET	COMMODORE CORP CASA LOMA	\$15,100.00 \$2,500.00 10/25/2023	<u>LBK2109</u>	12 60 12 60	1440 \$1.74
16222 MONTEREY LN #348 HUNTINGTON BEACH	03/30/2018 CMH MANUFACTURING WEST INC GOLDEN WEST	\$238,133.00 \$315,000.00 10/12/2023	<u>LBN5690</u>	15 56 15 56	1680 \$187.50
16222 MONTEREY LN #166 HUNTINGTON BEACH	05/23/2019 CMH MANUFACTURING WEST INC	\$250,000.00 \$345,000.00	<u>LBO0993</u>	13.4167 56 13.4167 56	1502.67 \$229.59

16222 MONTEREY LN #323	06/10/2016	\$263,089.00	<u>LBM8507</u>	13.3333 56	1528.89
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$350,000.00		13.3333 58.6667	\$228.92
	SUNSET RIDGE	08/14/2023			
16222 MONTEREY LN #272	06/21/2007	\$215,315.00	<u>LBJ3498</u>	13.3333 58	1546.67
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$235,000.00		13.3333 58	\$151.94
	OAKMANOR	07/20/2023			
16222 MONTEREY LN #118	11/07/1996	\$64,440.00	<u>LAV6919</u>	11.75 56	1316
HUNTINGTON BEACH	FLEETWOOD HM CALIF INC	\$185,000.00		11.75 56	\$140.58
	SUNPOINTE	07/07/2023			
16222 MONTEREY LN #13	08/12/2005	\$166,542.00	<u>LBJ8019</u>	11.6667 56	1228.89
HUNTINGTON BEACH	PALM HARBOR HOMES INC - OOB 20	\$224,900.00		11.6667 49.3333	\$183.01
	PALM HARBOR	08/30/2023			
69-274 COSTA MESA DR	01/01/1968	\$18,100.00	<u>AAP9285</u>	12 58	1392
NORTH SHORE	DUALWIDE	\$5,000.00		12 58	\$3.59
	DUALWIDE	05/28/2023			
16222 MONTEREY LN #59	04/05/1999	\$79,069.00	<u>LAZ6506</u>	11.8333 53.3333	1246.44
HUNTINGTON BEACH	THE ANDREW KARSTEN CO INC - CA	\$185,000.00		11.8333 52	\$148.42
	KARSTEN VILLA	05/24/2023			
16222 MONTEREY LN #88	03/13/2003	\$124,500.00	<u>LBE7878</u>	11.8333 52	1798.67
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$350,000.00		11.8333 48	\$194.59
	OAKMANOR	05/05/2023	5 STAR HOMES	11.8333 52	
16222 MONTEREY LN #261	01/01/1968	\$16,100.00	<u>LAX7705</u>	12 56	1344
HUNTINGTON BEACH	VIKING	\$144,000.00		12 56	\$107.14
	EDGEWOOD	04/20/2023	5 STAR HOMES		
16222 MONTEREY LANE #115	01/22/1999	\$75,500.00	<u>LAZ3931</u>	11.8333 56	1325.33
HUNTINGTON BEACH	SKYLINE HOMES INC - CLOSED	\$260,000.00		11.8333 56	\$196.18
	GLENHAVEN	04/13/2023	5 STAR HOMES		
16222 MONTEREY LN #179	09/19/2016	\$250,000.00	<u>LBN4469</u>	13.5 57.3333	1530
HUNTINGTON BEACH	CMH MANUFACTURING WEST INC	\$350,000.00		13.5 56	\$228.76
	GOLDEN WEST	04/11/2023	5 STAR HOMES		
16222 MONTEREY LN #373	01/01/1971	\$19,399.00	<u>LBD7332</u>	12 60	1440
HUNTINGTON BEACH	GOLDEN WEST	\$120,000.00		12 60	\$83.33
	GOLDEN WEST	03/20/2023	5 STAR HOMES		
16222 MONTEREY LN #58	09/01/2022	\$289,900.00	<u>LBP3499</u>	11.8333 56	1325.33
HUNTINGTON BEACH	CMH MANUFACTURING WEST INC	\$289,900.00		11.8333 56	\$218.74
	CLAYTON	03/13/2023			
16222 MONTEREY LN #369	01/01/1970	\$12,900.00	<u>LBP2159</u>	12 60	1440
HUNTINGTON BEACH	OLYMPIA	\$115,000.00		12 60	\$79.86
	OLYMPIA	01/20/2023			

16222 MONTEREY LN #289 HUNTINGTON BEACH	04/18/2022 CHAMPION HOME BUILDERS INC-SKY SKYLINE	\$349,900.00 \$349,900.00 12/28/2022	<u>LBP2484</u> 5 STAR HOMES	13.3333 58 13.3333 58	1546.67 \$226.23
16222 MONTEREY LN #359 HUNTINGTON BEACH	08/17/1989 WESTWAY HM WESTWAY	\$49,000.00 \$170,000.00 12/27/2022	<u>LAN7346</u> 5 STAR HOMES	13.3333 60 13.3333 60	1600 \$106.25
16222 MONTEREY LN #123 HUNTINGTON BEACH	03/17/2015 CMH MANUFACTURING WEST INC GOLDENWEST	\$177,208.00 \$350,000.00 12/27/2022	<u>LBM3903</u>	15 56 15 53.9167	1648.75 \$212.28
16222 MONTEREY LN #358 HUNTINGTON BEACH	SIERRA SIERRA	\$14,900.00 \$127,000.00 12/15/2022	<u>LAW7781</u>	12 56 12 56	1344 \$94.49
16222 MONTEREY LANE #215 HUNTINGTON BEACH	VIKING EDGEWOOD	\$14,900.00 \$155,000.00 10/03/2022	<u>LAX2573</u> 5 STAR HOMES	12 55 12 55	1320 \$117.42
16222 MONTEREY LN #367 HUNTINGTON BEACH	01/01/1971 PARAMOUNT	\$16,500.00 \$150,000.00 09/27/2022	<u>LBP1178</u>	12 60 12 60	1440 \$104.17
16222 MONTEREY LN #259 HUNTINGTON BEACH	01/21/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$127,533.00 \$330,000.00 09/19/2022	<u>LBL5163</u> 5 STAR HOMES	13.5 61 13.5 61	1647 \$200.36
16222 MONTEREY LN #79 HUNTINGTON BEACH	01/01/1981 COMMODORE HM SYSTEMS INC PARAMOUNT	\$27,811.00 \$171,000.00 09/16/2022	<u>LAA2830</u> 5 STAR HOMES	10 54 10 54	1080 \$158.33
16222 MONTEREY LN #171 HUNTINGTON BEACH	12/23/2003 SKYLINE HOMES INC - CLOSED OAKMANOR	\$223,443.00 \$300,000.00 09/09/2022	<u>LBFB452</u> 5 STAR HOMES	13.3333 59 13.3333 60.3333	1591.11 \$188.55
16222 MONTEREY LN #294 HUNTINGTON BEACH	01/01/1968 EDGEWOOD	\$16,900.00 \$125,000.00 09/05/2022	<u>ABF7219</u>	12 57 12 57	1368 \$91.37
16222 MONTEREY LN #74 HUNTINGTON BEACH	04/17/2012 CMH MANUFACTURING WEST INC GOLDENWEST	\$187,500.00 \$345,000.00 08/30/2022	<u>LBL2660</u>	13.5 58 13.5 58	1566 \$220.31
16222 MONTEREY LN #163 HUNTINGTON BEACH	03/14/2022 CHAMPION HOME BUILDERS INC-COR SILVERCREST	\$349,900.00 \$349,900.00 07/20/2022	<u>LBP1333</u>	13.3333 56 13.3333 56	1493.33 \$234.31
16222 MONTEREY LN #249 HUNTINGTON BEACH	01/01/1969 LANCER ROYAL LANCER	\$10,900.00 \$185,000.00 07/12/2022	<u>AAW4913</u>	12 57 12 57	1368 \$135.23

	Original	Resale
Total	\$5,188,985.00	\$8,404,742.00
Average	\$140,242.84	\$227,155.19
Max	\$349,900.00	\$350,000.00
Min	\$10,900.00	\$2,500.00

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Home

Resources

Occupational License Detail - Dealer

License Number: DL1610484

License Name: GALAXY HOMES LLC

Status: Active

Original Issue Date: 10/25/2023

Expiration Date: 10/31/2025

Business Name: GALAXY HOMES LLC

DBA Name:

Main Location: 2431 N TUSTIN AVENUE SUITE # L, SANTA ANA, CA 92705

Participating Person: * HERR III, RICHARD CORNELIOUS, President

Active Employees: 20

Additional Location: 5001 W. FLORIDA AVE., HEMET, CA 92545

Return to search

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STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 202358915792

Date Filed: 9/8/2023

B2096-7585 09/08/2023 8:19 AM Received by California Secretary of State

Limited Liability Company Name	
Limited Liability Company Name	Galaxy Homes LLC
Initial Street Address of Principal Office of LLC	
Principal Address	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705
Initial Mailing Address of LLC	
Mailing Address	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705
Attention	
Agent for Service of Process	
California Registered Corporate Agent (1505)	ZENBUSINESS INC. Registered Corporate 1505 Agent
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure	
The LLC will be managed by	All LLC Member(s)
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Richard Herr</i>	<i>09/08/2023</i>
Organizer Signature	Date



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231445901

Date Filed: 9/13/2023

B2111-5217 09/13/2023 4:05 PM Received by California Secretary of State

Entity Details	
Limited Liability Company Name	Galaxy Homes LLC
Entity No.	202358915792
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705
Mailing Address of LLC	
Mailing Address	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705
Attention	
Street Address of California Office of LLC	
Street Address of California Office	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705
Manager(s) or Member(s)	
Manager or Member Name	Manager or Member Address
+ Richard Herr	12852 BUBBLING WELL ROAD SANTA ANA, CA 92705-3447
Agent for Service of Process	
California Registered Corporate Agent (1505)	ZENBUSINESS INC. Registered Corporate 1505 Agent
Type of Business	
Type of Business	selling mobile and manufactured homes
Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Chief Executive Officer (CEO)	
CEO Name	CEO Address
None Entered	
Labor Judgment	
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
Richard Herr	09/13/2023
Signature	Date



Jamie Gallian <jamiegallian@gmail.com>

Request For Settlement Offer; Cancellation of AMH Broker Agreement; Removal from MH Village Website and Dealer Website.

Jamie Gallian <jamiegallian@gmail.com>

Mon, Aug 12, 2024 at 5:40 PM

To: Jeff Golden <jgolden@wglp.com>, Aaron de Leest <adeleest@danninggill.com>, Eric Israel <EPI@danninggill.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Mr. Golden,

This email will confirm AMH has removed any listing on MH Village Website as well as the removal of the listing on the AMH Dealer website.

The contract I signed with AMH dated June 1, 2024, has been cancelled per my written request.

My home still remains listed on Zillow FSBO as discussed with you on Friday evening, however I reduced the price to \$ 499,000 which appears to be in line with several manufactured home listings in the Orange County area and Long Beach.

As mentioned to you Friday evening I have not received a proposed settlement agreement from the Trustee's attorney to date. You did indicate to me during our phone conversation that you reminded your Counsel again to prepare and send to me for review.

It is still unclear to me how your offer affects Houser Bros upcoming UD trial on August 30, 2024 at CJC.

I made a good faith offer of settlement under 1542 to Houser Bros attorney Vivienne Alston of \$35,000, the Civil Limited amount and that I would like to enter into a 12 month Lease Agreement with the Landlord BS Investors for Space 376 or their management company Houser Bros, Park Operator. I indicated I need the BK Trustee approval in cause the \$35,000 should be paid to the bankruptcy estate and not Houser Bros.

Would you please address my offer of settlement of \$35,000 whether the Trustee will accept this amount as settlement?

I received the Notice of Dismissal today approximately 4:45pm, from the Gables's HOA attorney Austin Nichter. I will file a Notice of Lodgment with the BK Court so they are aware of the HOA dismissal in the state court.

Lastly, I would like to request to enter into a Stipulation with the Trustee and his Attorneys to file an amendment to my Opposition to the Trustee's Application to employ Real Estate Broker due to the Covid -19 illness I suffered while attempting to file an opposition. The severe headaches I suffered during my illness and painful body aches caused me to self medicate before and after my Covid diagnosis suffering three days of high fever. I finally was prescribed a Medrol (Steroid) from my treating physician that helped with the lingering symptoms. I believe I was not able to comprehend and provide a relevant argument due to the head pain, fever, and body pain.

After reviewing my previous Opposition to the Trustee's first application, Docket 208, I believe my request to the Trustee to enter into a Stipulation with the Trustee to Amend my Opposition filed during my illness be agreed to, before filing a Motion with the bankruptcy court. I will prepare the Stipulation To Amend Opposition to the Trustees Application for your review and comment.

Please kindly respond to the items I have addressed in my email, as time is of the essence.

Sincerely,

Jamie Gallian

Sent from my iPhone



Jamie Gallian <jamiegallian@gmail.com>

Fw: Jamie Lynn Gallian, Debtor

Jamie Gallian <jamiegallian@gmail.com> Fri, Aug 2, 2024 at 11:38 PM

To: Chief Arroyo <josephamh@outlook.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Joseph,

Please see attached.

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

[Quoted text hidden]

 **Cancellation Letter AMH.pdf**

102K

JAMIE LYNN GALLIAN
16222 MONTEREY LANE UNIT 376
HUNTINGTON BEACH, CA 92649
(714-321-3449
JAMIEGALLIAN@GMAIL.COM

August 2, 2024

AMERICAN Manufactured & Mobile Home Sales

977 S. Santa Fe, Suite 1
Vista, CA 92083

Cell: [760.845.7368](tel:760.845.7368)

Vista: [760.758.7653](tel:760.758.7653)

Meniffee: [951.672.7944](tel:951.672.7944)

Fax: [760.758.7652](tel:760.758.7652)

Josephamh@outlook.com

Dear Mr. Arroyo,

After careful consideration and due to the events within the ongoing bankruptcy, it is necessary to ask you to remove and withdraw the listing your company posted on the MH Village website #3149104.

I reviewed your company, AMH website and I do not find any listing of my home, 2014 Skyline Village Custom Villa LBM 1081, on the website at the time of this email to you.

I am sorry to have to Declare the Listing Agreement Addendum #635, Null and Void.

I wish you only health and happiness. Personally, you have been a good friend to me always offering a wealth of invaluable counsel in my life for over 5 years. You have been the father figure I counted on. I will miss your laughter and stories.

Sincerely,


Jamie Lynn Gallian

JAMIE LYNN GALLIAN
16222 Monterey Lane Unit 376
Huntington Beach, CA 92649
(714) 321-3449
jamiegallian@gmail.com

In PRO PER

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

Case No. 8:21-bk-11710-SC

In re:

Chapter 7

JAMIE LYNN GALLIAN,

Debtor.

**MOTION TO COMPEL AND ISSUE
ORDER TO THE CH. 7 TRUSTEE AND
HIS ATTORNEY'S TO WITHDRAW AND
CANCEL THE MAY 13, 2024 HCD
APPLICATION TO TRANSFER
CERTIFICATE OF TITLE DECAL LBM
1081 FOR -ZERO- CONSIDERATION, TO
DANNING, GILL, ISRAEL, & KASNOFF,
LLP. FORTHWITH. DECLARATION OF
JAMIE LYNN GALLIAN,**

Hearing Date: July , 2024

Time:

Courtroom: 5C

TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES TRUSTEE,
ALL PARTIES AND TO THEIR ATTORNEY'S OF RECORD:

On May 13, 2024, the Trustee Jeffrey Golden and his attorney's Daning Gill, Israel, and Kasnoff, LLP filed a CA Department Housing and Community Development **Application** to Transfer the Certificate of Title for -0- consideration (owned solely by Ms. Jamie Lynn Gallian) to the Trustees Attorney Danning, Gill, Iseael, amd Kasnoff LLP 1901 Avenue of the Stars, Suite #450 Los Angeles, CA 90067. EXHIBIT A The personal property 2014 Skyline Custom Villa Manufactured

1 Home Decal LBM 1081 is owned by the debtor and the personal residence of
2 Debtor and her family since November 1, 2018 to the current period. The home
3 is located in Rancho Del Rey Mobilehome Estates situs 376.

4
5 The same day HCD received the on-line Application to Transfer the Certificate
6 of Title to the Trustee's attorney's through the HCD Online Portal, HCD Staff
7 Services Analyst Adam C. sent a Deficiency Letter to the Trustee's Attorney's. **Exhibit A.**
8 I am informed and believe by Ms. Geren, Riverside County Department of Housing and
9 Community Development the Trustee's attorney's have not responded to the Deficiency
10 Letter. Debtor made request to Trustee's attorneys to kindly cancel the application.

11
12 The Trustee's attorney's must notify the HCD to cancel the Application or as this
13 Motion requests, an order from a Court instructing the Trustee's attorney's to cancel the
14 application forthwith. Trustee's attorney are of the belief they do not have to.

15
16 About the same time the Trustee's attorney's took this bold covert action without
17 debtor's permission, the Trustee and his attorney's were aware the Honorable Erithe A.
18 Smith Order GRANTING Debtor her full Homestead Exemption. *docket 393*. Houser
19 Bros did not pursue any further appeal from the "Remand Order" and it is now final.

20
21 Prior to Debtor filing her Chapter 7 petition on July 9, 2021, Debtor recorded a
22 Declared Homestead @ 12:48pm with the Orange County Clerk Recorder Instrument No.
23 2021000443659, claiming CCP §704.930. **Exhibit B.**

24
25 Debtor disclosed the sale, 10/31/2018, of her previous primary residence, Unit 53
26 in her petition, using the exempt proceeds to buy Unit 376, November 1, 2018.
27 §522 P(2)(B) would appear to be applicable to the exempt sale proceeds transferred to
28 debtors new homestead, because both homes are located in the same state.

Additionally debtor's previous exempt home, Unit 53, 4476 Alderport Huntington Beach CA APN 937-63-053, debtor inherited as a [gift] between family members from her step-mother Sandra Bradley and debtor's deceased father Charles Bradley . Transfer of Title to Jamie Gallian was recorded with the Orange County Clerk Reorder on 3/23/2017, Instrument No, 2017000116815 outside the 1215 day period. accounting for the source of the funds. **EXHIBIT E** As previously noted in the Chapter 7 petition, *docket 1*, Debtor sold her exempt homestead, Unit 53, on October 31, 2018, transferred the sale proceeds to the purchase of her new homestead Unit 376 , 16222 Monterey Ln. Huntington Beach, in Rancho Del Rey Mobilehome Estates on November 1, 2018. Approximately two weeks after Houser Bros were notified of the sale of Unit 376 by the seller Ryan on November 1, 2018, Houser Bros attorney prepared and delivered a WRIT Of POSSESSION of real property (Space 376) (not the personal property 2014 MH home) in the name of the old owner, LISA RYAN, dated 11/14/2018, to the Orange County Sheriff Department on November 19, 2018, twenty days after Gallian bought the home. The Sheriff Department posted the first NOTICE TO VACATE DECEMBER 5, 2018. The second NOTICE TO VACATE JANUARY 20, 2019, both Notices were addressed to the previous owner Lisa Ryan. In between the two Notices, Houser Bros, filed on 1/2/2019, Unlawful Detainer in the name of Jamie Lynn Gallian. Then on March 4, 2019, Houser Bros, at least 6 Sheriff Department cars converged on a tiny street in Rancho Del Rey Mobile Home Park and executed the WRIT OF POSSESSION of the Real Property Space 376, in the name of Lisa Ryan, State Court Houser v Ryan Case No. 30-2018-01013582. Ms. Gallian was humiliated, anxious, distraught, when she was forced to leave the home she purchased with her own money with not so much as a toothbrush or a can opener to open a can of dog food for her two dogs she took with her. On March 6, 2019, Gallian intervened in the case 30-2018-01013582, and Judge Luege reversed the WRIT and ordered Houser to return

possession to Jamie Gallian, The judge told Houser if they believed Gallian does not
1 qualify to be a tenant, then to set their 1/2/2019 UD case for trial. "Judge Luege told
2 Houser you already filed the UD case, you'll have a trial date in less than 30 days. This can
3 be resolved very quickly." Your Honor Clarkson, that was over 5 1/2 years ago. The UD
4 Judge Mena Guirguis [denied] Houser Bros Motion to Reclassify to civil unlimited. Ms.
5 Gallian offered to pay \$35,000 to Houser Bros. Bk Attorney Ed Hays refused the offer.
6

In Debtors DOC 1, page 15 of 60, Debtor disclosed a filing in her name ,Jamie
7 Gallian on 1/14/2019 "Manufactured Home Financing Note" [addendum UCC-1], File
8 No. 19-769190527, with the Secretary of State on Debtor's primary residence,
9 Decal No. LBM1081 listing Jamie Gallian as a Secured Creditor, J-Pad Secured Creditor.
10

In Debtors DOC 1, page 21 of 60, Debtor disclosed the first UCC-1, Filing
11 Date of 1/14/2019, where she listed herself as the Debtor mistakenly with J-Sandcastle
12 debtor Co File No. 19-7691905279.
13

On 2/24/2021, Ron Pierpont and J-Pad, LLC Perfected Legal Owners on the
14 Certificate of Title **Exhibit D**
15

On July 9, 2021, prior to debtor filing her Chapter 7 petition, Ronald J Pierpont executed
16 On behalf of J-Pad, LLC and himself HOUSING AND COMMUNITY DEVELOPMENT
17

Form 475.3 LIEN SATISFIED. EXHIBIT D1-4 The Lien Satisfied document was filed
18 in the records of HCD on July 14, 2021, I confirmed this fact with HCD Tech. Geren
19

7/10/24.as well as the bankruptcy court and is an exhibit in Houser Bros Co Trial Exhibit
20

22. Debtor respectfully requests the Court find that the Trustee attorney's have no
21 authority to attempt to file an Application to Transfer Ms. Gallians Certificate of Title to
22 themselves, as she is the sole owner of the personal property manufactured home.
23

for 0 consideration. I declare the foregoing under penalty of perjury the above to be true
24 and correct.
25
26
27
28

Jamie Lynn Gallian
JAMIE LYNN GALLIAN

DECLARATION OF JAMIE LYNN GALLIAN

1. I, Jamie Lynn Gallian, am the Debtor in this Chapter 7, commencing *In re Gallian*, 8:21-bk-11710-SC and the sole owner of the 2014 Skyline Custom Villa Manufactured Home.
2. I am an individual over 18 years of age and competent to make this Declaration.
3. The facts set forth below are true of my personal knowledge.
4. I make this Declaration in support of this Motion.
5. A true and correct copy of the Deficiency Letter dated May 13, 2024, from Housing and Community Development sent by US Mail to the Trustee's attorney DANNNG, GILL, ISRAEL, KASNOFF, LLP, concerning the May 13, 2024, (same day) Online Application to Transfer Certificate of Title For -0- Consideration transmitted electronically to the Department of Housing and Community Development, Registration and Titling Division. Exhibit A
6. A true and correct copy of Debtors Declared Homestead DOC 72, filed July 9, 2021 @ 12:48pm, pre-petition with the Orange County Clerk Recorder, Instrument No. 2021000443659. Exhibit B
7. A true and correct copy Doc 157, Pg. 35,
Certified Copy True and Correct Copy of a Permanent Record of the Assessor's Office Orange County California.
COUNTY OF ORANGE, OFFICE OF THE ASSESSOR, dated July 21, 2022
Subject: Assessor Parcel No. 891-569-62 16222 Monterey Ln. Unit 376
Huntington Beach, CA has been active in Orange County as of 02-25-2021. Exhibit C
8. A true and correct copy
Department of Housing and Community Development
DTN "Receipt 12313525", 07/14/2021 Decal LBM1081, Custom Villa
Serial # AV7V710394GA/GB
Exhibit D-1
9. A true and correct copy of State of California - Department of Housing and Community Development CERTIFICATE OF TITLE -
Legal Owner(s) RONALD J. PIERPONT (OR) J_PAD, LLC
DTN Recei[pt 12313525, Jul 14, 2021
Exhibit D-2
10. A true and correct copy of State of California - Department of Housing and Community Development REDISTRATION CARD-
Legal Owner(s) RONALD J. PIERPONT (OR) J_PAD, LLC
DTN 12313525, Jul 14, 2021
Exhibit D-3
11. A true and correct copy DOC 132 07/07/22, Page 53, State of California - Department of Housing and Community Development Division of Codes and Standards Registration and Titling - STATEMENT OF FACTS
DECAL NO. LBM 1081 "I hereby state: I spoke with Jamie Gallian and she states the unit should be registered as Jamie Galliam as sole registered owner. The lien has been satisfied and there is no legal owner at this time. Jamie advised the county, and was toldt here was no need to revise the Tax Clearance Certificate.
I Certify under penalty of perjury that the foregoing is true and correct.
Executed on 7/28/21 at Sacramento, CA
Signature Rebecca M. O'laughlin, Program Tech. III
Exhiibit D-4
Signed this 11th Day of July 2024, at Huntington Beach.

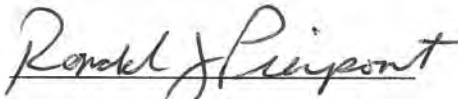
JAMIE LYNN GALLIAN 5

DECLARATION OF RONALD J. PIERPONT

- 1 **1.** I, RONALD J. PIERPONT, declare
- 2 **2.** I am an individual over 18 years of age and competent to make this Declaratio.
- 3 **3.** The facts set forth below are true of my personal knowledge.
- 4
- 5 **4.** I make this Declaration in support of the Motion to Compel and Order to the
- 6 Trustee and his Counsel to remove and cancel the Application to Transfer Certificate of
- 7 Title for -zero- consideration.
- 8 **5.** A true and correct copy 2/24/2021 State of California - Department of Housing and
- 9 Community Development -
- 10 **CERTIFICATE OF TITLE LEGAL OWNERS RONALD J. PIERPONT OR J-PAD**
- 11 **Exhibit D-2**
- 12 **6.** A true and correct copy State of California - Department of Housing and Community
- 13 Development - FORM HCD R/T 475.3 LIEN SATISFIED
- 14 **EXECUTED by Ronald J. Pierpont on 7/9/2021**
- 15 **Legal Owner(s) RONALD J. PIERPONT (OR) J_PAD, LLC**
- 16 **DTN 12313525, Jul 14, 2021**
- 17 **DOC 132;**
- 18 **HOUSER BROS TRIAL EXHIBIT 42, PAGE 1602**
- 19 **Exhibit D-3**

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Dated this 11th day of July, at Huntington Beach, CA under penalty of perjury.


RONALD J. PIERPONT

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

Registration and Titling Program
P.O. Box 277820
Sacramento, CA 95827-7820
1-800-952-8356
From TDD Phones: 1-800-735-2929
May 13, 2024



DANNING GILL ISREAL AND KASNOFF LLP
1901 AVENUE OF THE STARS, SUITE # 450
LOS ANGELES, CA 90067

Decal or ID Number:	LBM1081
DTN Number:	13333026
Amount Paid:	\$0.00
Escrow Number:	

The department has received your request and/or application for the unit listed above. To complete the attached application, please return this letter, any attached documents, and the items listed below.

Please attach all necessary forms and fees.

Should you need any additional forms, you may contact us at 1-800-952-8356 or forms may be downloaded from our website at WWW.HCD.CA.GOV.

Servicios bilingües están disponible. Para hablar con un representante en español, por favor llame al número 800-952-8356 y pregunte por un intérprete.

Please return all of the enclosed items along with the requested documents and/or fees to the address listed above.

Sincerely,

ADAM C
Staff Services Analyst (General)
Registration & Titling
(916) 263-5153



EXHIBIT B

18

Recording Requested by :

J-SANDCASTLE CO LLC

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



88.00

* \$ R 0 0 1 2 9 8 0 9 5 6 \$ *
2021000443659 12:48 pm 07/09/21

18 414A D04 2
0.00 0.00 0.00 0.00 3.00 0.00 0.000.0075.00 3.00

When recorded mail to:

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

HOMESTEAD DECLARATION

CCP §704.930

APN#: 891-569-62

1. Name(s) of Declared Homestead owners:

JAMIE LYNN GALLIAN

, do hereby claim a Declared

Homestead in the following real property located in:

the City of HUNTINGTON BEACH, CA, County of ORANGE, State of California,

more commonly known as:

16222 MONTEREY LANE SPACE 376 HUNTINGTON BEACH, CA 92649

(Insert Common Street Address Above)

and more particularly described as follows:

2014 SKYLINE CUSTOM VILLA DECAL NO. LBM1081 SERIAL NO. AC7V710394GB; AC7V710394GA; LOCATED ON LOT 376
ON APN 178-011-16, TRACT 10542, UNIT 4, PARCEL MAP BOOK 108, PG(S) 47 & 48

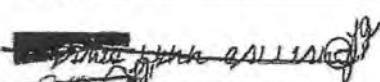
(Insert Property Legal Description Above)

2. The Declared Homestead is the principal dwelling of the Declared Homestead Owner(s) listed above or such person(s) spouse.

3. The Declared Homestead Owner(s) listed above, or such person(s) spouse, resides in the Declared Homestead on the date this Homestead Declaration is recorded.

4. The facts stated in this Homestead Declaration are known to be true as of the personal knowledge of the person(s) below executing and acknowledging this Homestead Declaration.

Dated: 07/08/2021


(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN
(Printed Name of Declared Homestead Owner or Spouse)


(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN
(Printed Name of Declared Homestead Owner or Spouse)

(See Attached Acknowledgment)

IT
2P
SB
PK

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 7/9/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Jamie Lynn Galligan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



EXHIBIT C

500 S. Main Street, First Floor, Suite 103
Orange, CA 92868-4512
or
P. O. Box 628
Santa Ana, CA 92702-0628



CLAUDE PARRISH
COUNTY ASSESSOR
Telephone: (714) 834-3821
FAX: (714) 834-2565
www.ocassessor.gov

ESTABLISHED 1889

July 21, 2022

OFFICE OF THE ASSESSOR

891-569-62 HX

GALLIAN, JAMIE LYNN
16222 MONTEREY LN, SPC 376
HUNTINGTON BEACH, CA 92649

SUBJECT: Assessor Parcel Number: 891-569-62

Property Address: 16222 MONTEREY LN, UNIT 376, HUNTINGTON BEACH

The Homeowners' Exemption on the above property has been active in Orange County as of **02-25-2021**

Claimant Name: GALLIAN, JAMIE LYNN

If you have any questions, please call our office at (714) 834-3821.

Sincerely,

CLAUDE PARRISH
County Assessor

By
Exemptions Division

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF A PERMANENT
RECORD OF THE ASSESSOR'S OFFICE.
ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
COUNTY ASSESSOR

BY *Neil S. S.*

2022 JUL 21 PM 2:22

ORANGE COUNTY ASSESSOR
CLAUDE PARRISH

A002-994 (R 09/19)

2022-23 Secured Assessment Roll

CLAUDE PARRISH, ORANGE COUNTY ASSESSOR

Full Parcel Report: Page 1 of 1

As of January 1st, 2022

Parcel No: 891-569-62		Tax Rate Area: 04-902	Property Type: MOBILE HOME
Owner / Mailing Address			
Assessee: GALLIAN, JAMIE LYNN Address: 16222 MONTEREY LN, SPC, 376 City, State: HUNTINGTON BEACH, CA Zip: 92649			
Description			
Assessed Value	Exemptions	Dates	
Land: 0	Exe Type: HOMEOWNER	Land BaseYear: 2021	
Improvement: 0		Improvement Base Year: 2021	
Personal Property: 86,339		Tax Lien Status:	
Other: 0			
Gross: 86,339			
Less Exemption: 7,000			
Net: 79,339			
Sale History			
Reference Number: M2085154			
Additional Information			
Legal Description: T MHP RANDRE MSP 376			

I HEREBY CERTIFY THAT THIS IS A TRUE
 AND CORRECT COPY OF A PERMANENT
 RECORD OF THE ASSESSOR'S OFFICE.
 ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
 COUNTY ASSESSOR

BY: *[Signature]*

2022 JUL 21 PM 2:18
 ORANGE COUNTY ASSESSOR
 CLAUDE PARRISH

EXHIBIT D

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 37 of 62



DTN: 12313525

Decal: LBM1081

Unit ID: 252606085

Trans Type: R/O Transfer - No Sale

Trans Date: 07/14/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 08/02/2021 User Name: SHAH, KIRAN

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 39 of 62

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model		DOM 05/29/2014	DFS 07/28/2014	RY
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021	

Addressee

RONALD J PIERPONT
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

JUL 14 2021

Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT
JPAD LLC
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Lien Perfected On: 08/20/20 11:58:00

12313525

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 2

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 43 of 62

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021	

Addressee

RONALD J PIERPONT
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT
JPAD LLC
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Lien Perfected On: 08/20/20 11:58:00

LEGAL OWNER COPY
INFORMATION ONLY

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 1

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 47 of 62

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



LIEN SATISFIED

SECTION I. DESCRIPTION OF UNIT

This unit is a:

☒ Manufactured Home/Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

The Decal (License) No.(s) of the unit is: LBM1081

The Trade Name of the unit is: CUSTOM VILLA

The Serial No.(s) of the unit is: AC7V710394GB/AC7V710394GA

SECTION II. DEBTOR(S) NAME(S)

Name of Debtor(s): J-SANDCASTLE CO, LLC

SECTION III. LIENHOLDER'S CERTIFICATION

This is to certify that our/my lien in the name(s) of the debtor(s) shown above against the described unit has been fully satisfied and has not been assigned to any other party.

I/We certify under penalty of perjury that the foregoing is true and correct.

Print or Type Name of Legal Owner or Jr. Lienholder (Lender):

J-PAD LLC or RONALD J. PIERPONT

Signature of Legal Owner, Jr. Lienholder (Lender) or their Authorized Agent:

Ronald J Pierpont

Date 7/9/2021

Address 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649
Street Address or P.O. Box City State Zip

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 53 of 62

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s): LBM1081	Trade Name:	Serial No.(s):
--	-------------	----------------

I/We, the undersigned, hereby state:

I spoke with Jamie Gallian and she states the unit should be registered as Jamie Gallian as sole registered owner. The lien has been satisfied and there is no legal owner at this time. Jamie advised the county and was told there was no need to revise the Tax Clearance certificate.

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 7/28/21 at Sacramento, CA
Date City State

Signature(s): <i>Elaine M. O'Loughlin</i>	Printed name(s): <i>Elaine M O'Loughlin, Program Tech II</i>
--	---

Address _____

City _____ State _____



TAX CLEARANCE CERTIFICATE

☒ Mobile Home

☐ Floating Home

COUNTY OF ORANGE

SERIAL NUMBER/HULL NUMBER AC7V710394GA, AC7V710394GB	DECAL NUMBER/CF NUMBER LBM1081
LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH	ASSESSOR'S PARCEL NUMBER 891-569-62
CURRENT REGISTERED OWNER J-SANDCASTLE CO LLC 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649	APPLICANT J-SANDCASTLE CO LLC & JAMIE L. GALLIAN 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649

I hereby certify that the following has been paid:

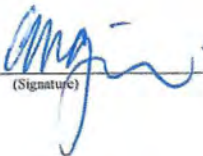
- ☐ Delinquent license fees
- ☐ Property taxes applicable to the home identified above through the fiscal year
- ☒ A security deposit for payment of the property taxes for the fiscal year 2021-2022
- ☒ No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER SEPTEMBER 7, 2021.

Executed on July 9, 2021 at Santa Ana.
Treasurer-Tax Collector for Orange County, State of California.

Issued on July 9, 2021


(Signature)

Case 8:21-bk-11710-ES Doc 132 Filed 07/07/22 Entered 07/07/22 19:14:26 Desc
Main Document Page 40 of 62

SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 2/25/2021 at Huntington Beach CALIFORNIA
City State

J. SANDCASTLE COLLE Signature Printed Name

SECTION B - RELEASING SIGNATURES

1a. J. SANDCASTLE COLLE J. Sandcastle College Date of Release 2/25/2021
Releasing Signature of Registered Owner

1b. _____ Date of Release _____
Releasing Signature of Registered Owner

2. _____ ☒ Release ☐ Retain ☐ Assign Interest
Legal Owner of Record (if any) sign and check appropriate box (* If Assign Interest is checked - Complete New Legal Owner Below)

SECTION C - NEW OWNER INFORMATION

NEW REGISTERED OWNER - Please Print or Type Clearly

3a. JAMIE LYNN GALLIAN 3c. J. SANDCASTLE COLLE
New Registered Owners Name New Registered Owners Name

3b. J. SANDCASTLE COLLE 3d. _____
New Registered Owners Name New Registered Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box.

☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
☒ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
(* If this box is checked-Complete HCD 476.6B)

4. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Mailing Address of New Registered Owner City/State Zip Code

5. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Actual Location Address of Unit City/State Zip Code

6. 2/25/2021
Purchase Price or check box if Gift ☒ Purchase Date or Transfer Date

7a. Jamie Lynn Gallian 7c. J. SANDCASTLE COLLE
Signature of New Registered Owners Signature of New Registered Owners

7b. J. SANDCASTLE COLLE 7d. J. SANDCASTLE COLLE
Signature of New Registered Owners Signature of New Registered Owners

NEW LEGAL OWNER - Please Print or Type Clearly

8a. J. SANDCASTLE COLLE 8b. _____
New Legal Owners Name New Legal Owners Name

If more than one New Lender going onto title, please check the appropriate Co-owner term box below.

☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
(* If this box is checked-Complete HCD 476.6B)

9. 16222 Monterey Ln #376 Huntington Beach, CA 92649
Mailing Address of New Legal Owner City/State Zip Code

NEW JUNIOR LIENHOLDER - Please Print or Type Clearly

10a. _____ 10b. _____
New Junior Lienholder Name New Junior Lienholder Name

11. _____
Mailing Address of New Junior Lienholder City/State Zip Code

SECTION D - RELEASE OF DEALERS

12. _____
Signature of Selling Dealer Print Dealers Name and Dealer Number

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Aug 10, 2021

Decal #: LBM1081 Use Code: SFD
Manufacturer: SKYLINE HOMES INC Original Price Code: BVH
Tradename: CUSTOM VILLA Rating Year:
Model: Tax Type: LPT
Manufactured Date: 05/29/2014 Last ILT Amount:
Registration Exp: Date ILT Fees Paid:
First Sold On: 07/28/2014 ILT Exemption: NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Record Conditions:

- An application for title or registration change is pending with the department. For information regarding this application, please call 1-800-952-8356 and request to speak with a customer representative.

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/03/2021

Last Reg Card: 08/03/2021

Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Sep 21, 2021

Decal #: LBM1081 Use Code: SFD
Manufacturer: SKYLINE HOMES INC Original Price Code: BVH
Tradename: CUSTOM VILLA Rating Year:
Model: Tax Type: LPT
Manufactured Date: 05/29/2014 Last ILT Amount:
Registration Exp: Date ILT Fees Paid:
First Sold On: 07/28/2014 ILT Exemption: NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/12/2021

Last Reg Card: 08/12/2021

Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00

Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

**CERTIFIED COPY CLERK RECORDER, COUNTY OF ORANGE, CALIFORNIA
ASSIGNMENT OF SUBCONDOMINIUM GROUNDLEASEHOLD,
INSTRUMENT NO. 2017000116815 MARCH 23, 2017**

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 294 of 326

276

RECORDING REQUESTED BY:

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA
92649

AND WHEN RECORDED MAIL TO:

Jamie Gallian
4476 Alderport Dr.
Huntington Beach, CA
92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



33.00

* \$ R 0 0 0 9 1 4 7 5 4 1 \$ *

2017000116815 8:25 am 03/23/17

276 415 A34 A04 F14 6

0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

TITLE OF DOCUMENT:

Assignment of Condominium
Sublease

Lease from present to 2059

Transfer Tax exempt. This Lease is a
Gift between family members.

2T

6P

2FF

0C

2CF

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc
Exhibit Part 2 of 2 Page 295 of 326

RECORDING REQUESTED BY:

~~Sandra Bradley~~
~~19 Meadow Wood Dr.~~
~~Coto de Caza, CA 92679~~

Jamie Gallian
4476 Alderport Dr.
Huntington Beach
CA 92649

WHEN RECORDED RETURN TO:

~~same as above~~

Jamie Gallian
4476 Alderport Dr.
Huntington Beach CA 92649

(space above this line for Recorder's use)

ASSIGNMENT OF CONDOMINIUM SUBLEASE

For no consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, as Trustee of the Sandra L. Bradley Trust, hereby transfers and assigns to JAMIE L. GALLIAN, a single woman, all right, title and interest of the undersigned as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, and individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC, by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on November 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all buildings and other improvements on said land.

NO CONSIDERATION - TERM OF LEASE LESS THAN 99 YEARS

Dated: 3/22/2017

[Signature]

[Signature: Sandra L. Bradley]
Assignor, SANDRA L. BRADLEY
Trustee of the Sandra L. Bradley Trust

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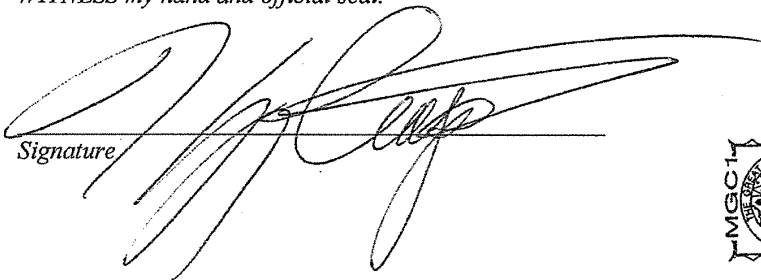
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

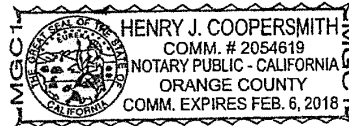
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/22/2017, before me, HENRY J. COOPERSMITH, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



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EXHIBIT "A"

DESCRIPTION

Order No. 985040290
PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

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RECORDING REQUESTED BY:

~~Sandra Bradley~~
~~19 Meadow Wood Dr.~~
~~Coto de Caza, CA 92679~~

Jamie Gallian
4476 Alderpoint
Huntington Beach
CA 92649

WHEN RECORDED RETURN TO:

~~same as above~~

Jamie Gallian
4476 Alderpoint
Huntington Beach, CA
92649

(space above this line for Recorder's use)

ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to the Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

Dated:

3/22/17


Assignee, JAMIE L. GALLIAN

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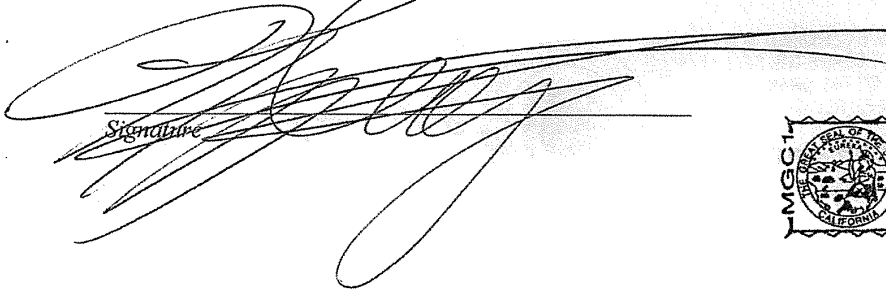
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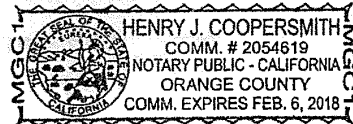
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 3/23/2017, before me, Henry J. Coopersmith
a Notary Public in and for said State personally appeared JAMIE L. GALLIAN, who proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by her signature on
the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.





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THIS IS A TRUE CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: MAR 23 2017
CERTIFICATION FEE: 7.00



COUNTY CLERK-RECORDER

Hugh Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
16222 MONTEREY LANE SP. 375 HUNTINGTON BEACH, CA 92649

A true and correct copy of the foregoing document entitled: **Lodgment** **DECL ISO GALLIAN AND PIERPONT**
will be served or was served (a) on the judge in
chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General
Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date)
11/04/2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the
following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy
case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail,
first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the
judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method
for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the
following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to
such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration
that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is
filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/4/2024

JOSEPH CLARK

Date

Printed Name

Signature

Joseph Clark

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)

Aaron E DE Leest on behalf of Trustee Jeffrey I Golden (TR)
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Jeffrey I Golden (TR) lwerner@go2.law, jig@trustesolutions.net;kadele@go2.law

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)
eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com

Valerie Smith on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov